

Aurea Investments LLC

General Investment Advisory Agreement

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Parties. This Investment Advisory Agreement (the "Agreement") is made between **Aurea Investments LLC** (the "Adviser"), a state-registered investment adviser with the Wisconsin Department of Financial Institutions, Division of Securities (CRD No. 336580), and **Client** (name: _____) (the "Client").

1. Services

Adviser provides ongoing, goals-based portfolio management services. Services may be provided on a discretionary or non-discretionary basis, as selected below, and are tailored to the Client's objectives, time horizon, and risk tolerance.

Relationship Type (select exactly one for this Agreement):

Discretionary Non-Discretionary

This Agreement applies only to the relationship type selected above. If Client wants different accounts managed under different authority levels, the accounts must be covered by separate agreements or by separate signed schedules that clearly identify which accounts are discretionary and which are non-discretionary. If both boxes are checked, neither box is checked, or the account list is inconsistent with the selection, this Agreement is incomplete and no discretionary authority is granted until corrected in writing.

Adviser will manage the Client's designated account(s) (the "Account") in accordance with the Client's investment profile and any reasonable written restrictions that Client communicates in writing and Adviser accepts.

2. Fees

2.1 Asset-Based Advisory Fee (Annual, Blended Tiered)

Advisory fees are charged as a percentage of assets under management according to the following schedule. *Fees are calculated on a blended (tiered) basis:* each tier of assets is billed at that tier's rate; only the assets within a tier are billed at that tier's rate. Fees are applied on a per-account basis unless a separate written schedule expressly states otherwise. Fees are negotiable based on account size, scope, and complexity.

Portfolio Value	Annual Fee
\$1,000,000 and above	0.50%
\$500,000 - \$999,999	0.75%

\$250,000 - \$499,999	1.00%
\$50,000 - \$249,999	1.25%

*Illustration (blended). For a \$750,000 portfolio: 1.25% on first \$250k = \$3,125; 1.00% on next \$250k = \$2,500; 0.75% on remaining \$250k = \$1,875; **total annual = \$7,500** (approx. \$625/month before market changes).*

Notes: There is no firmwide minimum annual advisory fee. Planning-related discussions may be provided as part of an ongoing portfolio-management relationship, but stand-alone financial-planning or hourly services are not offered under this Agreement.

2.2 Billing

Advisory fees accrue daily at the applicable annual rate and are calculated and deducted monthly in arrears. The monthly fee is based on the Account's end-of-day value as reported by the qualified custodian. Client authorizes the custodian to deduct advisory fees directly from the Account(s) pursuant to separate custodian documentation. Adviser does not bill in advance and does not solicit prepayment of more than \$1,200 in fees per client, six months or more in advance. Fees for partial periods are prorated based on days of service.

2.3 Per-Account Application

Unless a separate written schedule states otherwise, the above fee schedule is applied separately to each account covered by this Agreement and is not automatically aggregated across households or related accounts.

2.4 Other Costs

The advisory fee is separate from and in addition to any brokerage commissions, transaction costs, custodian fees, internal fund or ETF expenses, wire or check fees, and any applicable taxes or other charges imposed by third parties in connection with the Account.

3. Trading Authority and Custody

Client appoints Adviser to provide investment advisory services for the Account(s) held at a qualified custodian selected by Client. For discretionary relationships, Client grants Adviser limited trading authority through the custodian's account opening documentation and applicable limited power of attorney.

Adviser does not have physical custody of Client assets. Custody of the Account is maintained by the independent custodian. Client will receive account statements directly from the custodian at least quarterly and should carefully review those statements. Adviser may provide separate reports; in the event of any discrepancy, the custodian's statements shall prevail.

4. Client Responsibilities

Client agrees to:

- Provide complete and accurate information about financial situation, investment objectives, risk tolerance, time horizon, liquidity needs, and any investment restrictions.
- Promptly inform Adviser of any material changes to such information, including changes in employment, income, net worth, marital status, or risk tolerance.

- Select and maintain a suitable custodian for the Account, and complete all required account-opening and maintenance paperwork.
- Review confirmations and statements provided by the custodian and promptly notify Adviser of any errors or concerns.

5. Risks

Investing in securities involves risk of loss, including the possible loss of principal. Different types of investments involve varying degrees of risk, and there can be no assurance that the Account will achieve its investment objectives.

Past performance is not indicative of future results. Adviser does not guarantee any level of performance, any future results, or that Client's investment objectives will be achieved.

6. Reports and Electronic Delivery

Client will receive trade confirmations and account statements directly from the custodian. Upon request, Adviser will provide periodic performance or holdings summaries.

Client may elect to receive disclosure documents (including Form ADV brochures, privacy notices, account statements, and reports) electronically rather than by U.S. mail. Electronic delivery requires affirmative consent: by signing the separate Electronic Delivery Consent form or by checking the electronic-delivery consent box below, Client confirms the ability to access documents delivered via email or a secure portal and consents to electronic delivery until revoked in writing. Paper copies will be provided upon request at no additional charge.

7. Conflicts, Best Execution, and Proxy Voting

Adviser will act as a fiduciary to Client and will seek to provide advice in Client's best interest. Adviser does not receive commissions, soft-dollar benefits, or revenue sharing from product sponsors in connection with the Account.

Adviser will seek "best execution" of trades for the Account, taking into account a range of factors including price, costs, speed, and likelihood of execution.

Unless otherwise expressly agreed in writing:

- **Client retains proxy-voting responsibility** for all securities held in the Account.
- Client is responsible for responding to any class-action or similar legal notices concerning securities held or previously held in the Account.

8. Term and Termination

This Agreement becomes effective on the date it is signed by the Client(s) and accepted by Adviser. Either party may terminate this Agreement at any time by providing written notice to the other party (including by email, if acknowledged).

Upon termination, Adviser will cease providing investment advisory services for the Account. Advisory fees will be prorated through the effective date of termination and deducted or invoiced in arrears based on the value of the Account at that time. If this Agreement is terminated within five (5) business days of

signing, Client will owe no advisory fees for that initial period, and any fees previously paid to Adviser for that period will be refunded.

9. Assignment

This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940 or applicable state law) by Adviser without Client's consent as required by law. Client may not assign this Agreement without Adviser's prior written consent.

10. Governing Law and Miscellaneous

Except to the extent preempted by federal law, this Agreement shall be governed by the laws of the state of Client's primary residence, without regard to its conflict-of-law rules. Nothing in this Agreement waives any rights under federal or state securities laws.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement, together with any account-opening documents and Adviser's Form ADV brochure(s), constitutes the entire agreement between the parties with respect to the subject matter and supersedes any prior oral or written understandings.

This Agreement may be amended only in a writing signed (or otherwise validly accepted) by both parties.

11. Acknowledgments

By signing below, Client acknowledges and agrees that:

- Client has received and reviewed Adviser's Form ADV Part 2A (firm brochure) and Form ADV Part 2B (brochure supplement) prior to or at the time of signing this Agreement.
- Client has had the opportunity to ask questions about this Agreement and the services to be provided.
- Client understands that investing involves risk, including the potential loss of principal.

12. Signatures

Client(s) (*print name(s) and sign below*)

Name (Client 1): _____ (Print)

Signature: _____ Date: _____

Name (Client 2): _____ (Print, if applicable)

Signature: _____ Date: _____

Electronic Delivery Consent: Yes, I consent to electronic delivery of disclosure documents and reports via email or secure portal.

Adviser Acceptance *(to be completed after Client(s) sign)*

Aurea Investments LLC

Jack Thayer, Managing Member

Signature: _____ Date: _____