

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement ("Agreement") is entered into as of [Date], by and between **StockLift Incorporated**, a Delaware corporation with its principal place of business at 15 Old Stamford Rd Apt. A, New Canaan, CT 06840 ("Advisor"), and **[Client Name]**, residing at [Client Address] ("Client").

WHEREAS, the Client is an individual investor; and

WHEREAS, the Advisor is registered as an investment advisor under the laws of the State of Connecticut and engages in the business of providing non-discretionary investment advisory services; and

WHEREAS, the Client desires to retain the Advisor to render investment advisory services to the Client with respect to their own investments in the manner and on the terms and conditions hereinafter set forth, and the Advisor is willing to furnish such services;

1. ENGAGEMENT AND SCOPE OF SERVICES

The Client hereby engages the Advisor to provide non-discretionary, personalized investment advisory services in the form of periodic written investment analysis reports, financial insights, model portfolios, and investment recommendations (collectively referred to as "Reports"), as set forth in the subscription fee schedule in Exhibit A. These Reports are based on information provided by the Client, including but not limited to the Client's investment portfolio data held with third-party broker-dealers and other relevant financial information.

Advisor does not, and will not, have any authority or responsibility to manage, control, or direct the investment or reinvestment of any of Client's assets. The Advisor will not place trades or make investment decisions on behalf of the Client. All decisions regarding the purchase, sale, or holding of securities or other financial products are the sole responsibility of the Client.

2. CLIENT RESPONSIBILITIES

Client acknowledges and agrees that:

- (a) All decisions regarding the purchase, sale, or holding of securities or other investments are the sole responsibility of the Client.
- (b) Advisor does not provide legal, tax, or accounting advice.
- (c) Advisor's Reports are intended solely to inform Client's own investment decisions and are not personalized investment management.

3. FEES

In consideration of the Services provided, Client agrees to pay Advisor the fees associated with the subscription tier selected by the Client, as outlined in Exhibit A. Clients may subscribe to and

manage their advisory relationship through applicable digital platforms (e.g., the App Store), and fees will be billed monthly in advance.

Fees are non-refundable once a new billing cycle begins, except as otherwise required by law. However, Clients have the right to cancel this Agreement without penalty within five (5) business days of entering into it, in which case any fees paid during that period will be fully refunded.

Advisor reserves the right to change subscription fees upon thirty (30) days' prior written notice to Client. Continued use of the Services following such notice constitutes acceptance of the updated pricing.

4. STATUS OF ADVISOR

The services of the Advisor under this Agreement are non-exclusive, and the Advisor may provide similar investment advisory services to other clients, funds, or accounts, provided that such services do not materially impair the Advisor's ability to fulfill its obligations under this Agreement.

The Advisor is an independent contractor and shall not be deemed an agent, employee, or representative of the Client for any purpose. The Advisor has no authority to act on behalf of or bind the Client in any manner, except as expressly authorized in writing.

Nothing in this Agreement shall restrict or limit any director, officer, employee, or representative of the Advisor from engaging in any other business activities, including advisory services to other clients, whether or not such activities are similar or competitive in nature, so long as such activities do not conflict with the Advisor's obligations hereunder.

5. FIDUCIARY DUTY AND SCOPE OF ROLE

Advisor acknowledges that, under Connecticut law, it owes a fiduciary duty to the Client and agrees to act in the best interest of the Client when providing investment advice. Advisor provides personalized, non-discretionary investment advice and written reports based on information the Client provides regarding their financial circumstances, goals, and risk tolerance.

Advisor does not manage, custody, or execute trades in Client accounts, and does not have authority to place orders or take discretionary action on the Client's behalf. The Client remains solely responsible for implementing any investment decisions or acting upon the Advisor's recommendations.

Advisor's services are limited to advice and education. Any investment decisions made by the Client are at the Client's own discretion and risk.

6. TERM AND TERMINATION

This Agreement shall commence on the date of initial subscription and shall automatically renew on a month-to-month basis unless terminated as set forth herein.

Clients may terminate their advisory relationship with StockLift at any time by canceling their subscription through the platform on which they subscribed (e.g., the App Store). Termination will be effective at the end of the current billing period. StockLift does not charge any termination fees and does not provide pro-rated refunds for mid-cycle cancellations.

Notwithstanding the foregoing, Clients may terminate this Agreement without penalty within five (5) business days of entering into it, in accordance with Connecticut state law. If termination occurs within this initial five-day period, either no fee will be charged or any fees paid will be fully refunded.

7. REPRESENTATIONS AND WARRANTIES

- (a) Advisor's Representations. Advisor represents and warrants to the Client that:
 - (i) it is a corporation duly organized and in good standing under the laws of the State of Delaware and is authorized to do business in the State of Connecticut;
 - (ii) it is properly registered as an investment adviser with the State of Connecticut and will maintain such registration in effect during the term of this Agreement; and
 - (iii) it is authorized to enter into this Agreement and perform the services described herein.
- (b) Client's Representations. Client represents and warrants to the Advisor that:
 - (i) Client is of legal age and capacity to enter into this Agreement;
 - (ii) all information provided by Client to Advisor is accurate and complete to the best of Client's knowledge; and
 - (iii) Client will promptly notify Advisor of any material changes to their investment profile or financial circumstances.

8. CONFIDENTIALITY

Advisor agrees to maintain the confidentiality of Client's nonpublic personal and financial information, including but not limited to information regarding the Client's investment accounts and holdings accessed through third-party data aggregation services or provided directly by the Client. Advisor will maintain such information in accordance with applicable state and federal laws, including the Connecticut Uniform Securities Act and the privacy provisions of the Gramm-Leach-Bliley Act.

9. TECHNOLOGY PROVIDERS

Advisor may use third-party service providers and technology platforms to support the development of Reports and investment recommendations provided under this Agreement. These tools may include, but are not limited to, data aggregation platforms, portfolio analytics software, financial planning tools, risk profiling systems, economic forecasting models, compliance monitoring systems, market research databases, and artificial intelligence engines.

Advisor remains solely responsible for the accuracy, suitability, and fiduciary integrity of all advice delivered to Client, regardless of whether such tools are used.

10. LIMITATION OF LIABILITY

Advisor shall not be liable for any loss incurred by reason of any act or omission of Client, or for any loss arising out of any recommendation made in good faith by Advisor, except where such loss results from Advisor's gross negligence, willful misconduct, a material breach of this Agreement, or a violation of applicable state or federal securities laws, including but not limited to fiduciary obligations under Connecticut law.

11. LEGAL COMPLIANCE

Advisor represents that it is registered as an investment adviser with the State of Connecticut. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

12. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect in the State of Connecticut.

13. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties and supersedes all prior discussions and agreements, oral or written.

14. AMENDMENT OR ASSIGNMENT OF AGREEMENT

(a) Amendment. This Agreement may not be amended or modified except in writing signed by both parties.

(b) Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed. Any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, Advisor may assign this Agreement without Client's consent in connection with a merger, acquisition, or sale of substantially all of its assets, provided that the successor entity assumes all obligations under this Agreement and promptly notifies the Client in writing.

14. SEVERABILITY

If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule, or otherwise, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

StockLift Incorporated

By: _____

Name: Brendan Sweeney

Title: Chief Executive Officer

Client

By: _____

Name:

EXHIBIT A – SUBSCRIPTION FEE SCHEDULE

The following subscription tiers are available to Client under this Agreement:

1. Novice Plan – \$5.99/month (or \$4.99/mo. Annual)
 - Includes 10 investment reports per month
 - Includes up to 15 investment-related question credits
2. Executive Plan – \$17.99/month (or \$9.99/mo. Annual)
 - Includes 15 investment reports per month
 - Includes up to 50 investment-related question credits
3. Wall Street Pro Plan – \$39.99/month (or \$19.99/mo. Annual)
 - Includes 15 investment reports per month
 - Unlimited investment-related question credits