

BLACKBAY CAPITAL ADVISORS LLC

INVESTMENT ADVISORY AGREEMENT Digital Asset & Cryptocurrency Investment Supervisory Service All material conflicts of interest have been disclosed

THIS AGREEMENT is made and entered into as of

Date:

This Digital Asset & Cryptocurrency Investment Advisory Agreement (“Agreement”) is entered into between BlackBay Capital Advisors, LLC (“BlackBay,” “Advisor,” or the “Firm”), a registered investment adviser, and the undersigned client (“Client”).

The Client retains BlackBay to provide digital asset and cryptocurrency advisory services pursuant to the terms and conditions set forth herein.

Client:

The Client hereby retains the Adviser to help assist the management of their Cryptocurrency portfolio listed below. Such assets, together with all additions, substitutions and alterations thereto, are hereinafter called “Portfolio”. The portfolio to be managed consists of the following:

Crypto Currency Holdings that we are given “trading” API’s for.

Appointment as Investment Manager. Client hereby retains the Adviser and the Adviser hereby agrees to provide investment management services with respect to certain assets of the Client (the “Portfolio”) in accordance with the terms and conditions hereinafter set forth. Throughout the **term** of this agreement, the Adviser shall only enter trades for client, as that is all a “Trading” API allows. Advisor does not have access to withdraw/transfer coins or monies from any exchange.

Services. The Adviser shall effect transactions in the Portfolio in accordance with the client’s investment objectives and with the Adviser’s interpretations of fundamental, technical, and statistical data. BlackBay provides discretionary or limited discretionary advisory services relating to digital assets and cryptocurrencies. Services may include portfolio monitoring, digital asset allocation, tactical trading oversight, risk management, market analysis, technical analysis, quantitative analysis, proprietary market analytics, and cryptocurrency market research. The Firm may utilize proprietary analytical methodologies, market indicators, and internally developed research frameworks. No guarantee or representation is made that any strategy will be successful.

Limited Trading Authority. Where applicable, the Client may authorize BlackBay to trade digital assets through approved exchange or platform APIs, with the Firm’s authority limited solely to trading authorization. The Firm does not have withdrawal authority, does not have transfer authority, does not maintain custody of client digital assets, does not possess client private keys, and does not have authority to remove assets from client accounts. The Client retains ownership and control of all digital assets.

No Custody. The Firm does not maintain custody of client digital assets. Clients are solely responsible for exchange selection, wallet custody, security procedures, private key management, and authentication procedures. The Firm shall not be responsible for losses arising from exchange failures, wallet breaches, hacking incidents, lost credentials, third-party platform failures, or unauthorized account access.

Client Responsibilities. The Client agrees to maintain exchange accounts and custody arrangements, protect private keys and passwords, maintain appropriate cybersecurity safeguards, notify the Firm of any material changes, and regularly review account activity and statements. The Client understands that digital asset markets involve substantial risk.

Digital Asset Risk. The Client acknowledges that digital assets and cryptocurrencies involve substantial and unique risks, including but not limited to extreme volatility, rapid price fluctuations, liquidity limitations, cybersecurity breaches, exchange failures, custodial failures, technology failures, blockchain disruptions, smart contract risks, counterparty risks, regulatory uncertainty, market manipulation, forks or protocol changes, loss of private keys, fraud or theft, and operational failures. Digital asset markets may trade

continuously, including outside traditional market hours. The Client understands that they may lose all or substantially all invested capital and that digital assets are speculative investments that may not be suitable for all investors.

Cybersecurity & Technology Risks: The Client acknowledges that digital asset investing involves elevated cybersecurity and operational risks. The Firm utilizes cloud-based systems, exchange integrations, electronic communications, third-party vendors, and technology platforms; however, no cybersecurity system or technology platform can eliminate all operational or security risks. The Client understands that disruptions, cyber incidents, or technological failures may occur.

Educational Content & Non-Advisory Activities. BlackBay and affiliated educational brands, including WyckoffSML.com and LearnCrypto.io, may provide educational content, market commentary, research reports, videos, technical analysis education, online communities, and digital publications. This educational content is separate from advisory services, does not establish an advisory relationship, and is not individualized investment advice. Participation in educational communities or platforms does not establish an advisory relationship.

Investment Risk and No Guarantees. The Client understands that all investing involves risk and that past performance does not guarantee future results. The Client further acknowledges that digital assets may experience extreme losses, market conditions may change rapidly, and models and analytics may fail. No guarantee or representation is made regarding profitability, performance, risk reduction, or preservation of capital.

Electronic Communications and Delivery. The Client consents to electronic delivery of disclosures, reports, statements, notices, communications, and advisory documents. Electronic communications may occur through email, secure portals, electronic document systems, or other approved communication platforms. The Client is responsible for maintaining accurate contact information.

Social Media and Public Commentary. The Client understands that public commentary, social media content, educational reports, videos, newsletters, and online discussions may contain general market observations and educational commentary. Such communications are not individualized investment recommendations unless specifically stated.

Investment Objectives and Procedures. The Company will use its best efforts to manage and select investments for the Portfolio in accordance with the investment objectives set forth on the “Client Profile and Suitability Questionnaire” hereto. It shall be the Client’s responsibility to advise the Company of any changes in Client’s financial circumstances or investment objectives.

Account procedures:

- (A) The Adviser shall at no time receive, retain or physically control any cash, coin, or other assets forming any part of the Portfolio.
- (B) The Client agrees to notify the Adviser in writing in the event the Client wishes to effect an address change. In addition, the Client agrees to notify the Adviser if and when additions or withdrawals are made from account(s) designated for management by the Adviser.

Advisory Fees & Billing Authorization — Digital Asset Services

Advisory fees for digital asset and cryptocurrency advisory services provided under this Agreement shall generally be assessed at the following annual rate, expressed as a percentage of assets under management (“AUM”):

Annual Digital Asset Advisory Fee

3.00%

Other: _____

Digital asset advisory services may involve higher advisory fees than traditional investment strategies due to factors including:

- Continuous market monitoring
- Elevated market volatility
- Specialized research requirements
- Operational complexity
- Digital asset market structure considerations
- Cybersecurity and exchange-related risks
- Enhanced risk oversight requirements

Digital asset markets may experience significant price fluctuations over very short periods of time and may trade continuously outside traditional market hours.

Advisory fee details are disclosed in the Firm’s current Form ADV Part 2A brochure, which the Client acknowledges receiving.

Billing Authorization

- Client elects to pay advisory fees through direct invoicing.
- Client elects to pay advisory fees through approved digital asset payment methods where permitted.

Approved payment methods may include:

- Check
- ACH or electronic payment
- Debit card
- Approved cryptocurrency payment arrangements

Fees are generally billed quarterly in advance.

Upon account opening, Clients may be billed:

- For the prorated remainder of the current quarter and
- The upcoming full quarterly billing period

Unearned prepaid fees, if any, shall be refunded where required by applicable law.

BlackBay Capital Advisors reserves the right to negotiate alternative fee arrangements for certain clients based upon account size, complexity, service requirements, or relationship considerations.

Assignment and termination. No Assignment of this Agreement shall be made by the Adviser without written consent of the Client. Client may terminate this Agreement upon notice to the Adviser at any time within five (5) days from the date hereof. Thereafter, either Client or Adviser may terminate this Agreement by written notice of termination to the other. Upon receipt of such written notice, the account will be terminated. If the Client is an individual, this Agreement shall terminate upon receipt by the Adviser of written notice of the death or mental disability of the Client. Either party may terminate this Agreement upon written notice. Upon termination, trading authorization shall cease. Termination shall not affect liabilities arising prior to termination.

Confidentiality. The Client shall regard all recommendations and advice provided by the Adviser under the terms of this Agreement to be confidential information and the Client agrees not to make such information available to other parties.

Intellectual Property & Confidentiality. The Client acknowledges that the Firm's proprietary indicators, trading methodologies, research systems, educational materials, reports, analytics, and branding constitute proprietary intellectual property, and that unauthorized reproduction, redistribution, or commercial use is prohibited. The Firm shall maintain client confidentiality pursuant to applicable laws and supervisory procedures.

Regulatory Disclosures. The Client acknowledges receipt of the Form ADV Part 2A, Privacy Policy, and all applicable disclosures. The Client understands that registration does not imply a certain level of skill or training, that digital assets involve substantial risk, and that past performance does not guarantee future results.



General Provisions.

- (A) *No Sharing of Profits.* The Adviser shall not be compensated on the basis of participation in the capital gains made or upon capital appreciation of the funds of the Client.
- (B) *Merger of Prior negotiations.* This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supersedes all negotiations, conversations, discussions, correspondence, memoranda and agreements between the parties concerning such subject matter.
- (C) *Non-exclusive Management.* Adviser, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or the accounts of other clients, as the Adviser does for the Client. Client expressly acknowledges and understands that Adviser shall be free to render investment advice to others and that Adviser does not make its investment management services available exclusively to client.
- (D) *Arbitration.* Subject to the conditions and exceptions noted below, in the event of any dispute pertaining to Adviser's services under this Agreement, both Adviser 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. **Adviser and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration both Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial.** Client acknowledges that he/she/it has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of the Agreement. This arbitration provision does not constitute a waiver of investor rights provided by state or federal securities laws.
- (E) *Amendments.* No alteration, amendment, change or addition hereto shall be binding or effective unless the same is set forth in a writing that is signed by a duly authorized representative of each party.

- (F) *Representations by the Client.* The Client represents and confirms that the terms hereof do not violate any obligation by which the Client is bound, whether arising by contract, operation of law or otherwise, and, if the Client is a corporation or trust, that (1) this Agreement has been duly authorized by appropriate action and when executed and delivered will be binding upon the Client in accordance with its terms, and (2) the Client will deliver to the Adviser such authority as the Adviser may reasonably require, whether by way of a certified resolution or otherwise.
- (G) *Binding Agreement.* This agreement shall bind and inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs, and legal representatives.
- (H) *Representations by the Adviser.* The Adviser represents and confirms that the terms hereof do not violate any obligation by which the Adviser is bound, whether arising by contract operation of law or otherwise, that this Agreement has been duly authorized by accordance with its terms, that the Adviser will deliver to the Client such evidence of such authority as the Client may reasonably require, whether by way of a certified resolution or otherwise, that the Adviser is registered as an investment Adviser and will maintain a current registration with the State of Illinois and State of Missouri during the term of this agreement and that with respect to the employee benefit plan the Adviser is a “fiduciary” as that term is defined under the Employee Retirement Income Security Act of 1974.
- (I) *Notices.* Any notice by either party to the other shall be given in writing by personal delivery or certified mail, return receipt requested. Either party may change its address or addressee set forth alone by giving the other notice of such change in accordance with the provisions of this agreement. A notice shall be deemed given, if by personal delivery, on the date of such delivery or, if by certified mail, on the date shown on the applicable return receipt. This agreement may be terminated without penalty within five (5) days contract date. Otherwise, this agreement shall remain in effect on a continuing basis until terminated in writing by either party. Each individual whose signature appears below warrants that he/she has full power and authority to enter into this agreement.
- (J) *Partial Invalidity.* Each section of this Agreement and any and every provision therein shall be severable from every other section of this Agreement and any and every provision thereof, and the invalidity or unenforceability of any section of provision shall not affect the validity of any other section of provision o this Agreement.
- (K) *Applicable Law.* Except for negligence or malfeasance, or violation of applicable law, neither BCA nor any of the officers, directors or employees shall be liable thereunder for any action performed or omitted to be performed or for any errors or judgment in managing the Account. The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the undersigned may have under any federal securities laws. This Agreement and the transactions under it shall be governed an interpreted in accordance with the laws of the State of Illinois and State of Missouri, applicable to contracts made and to be performed in such state.

By signing below, the Client acknowledges that they have read this Agreement, understand the risks involved, have received the required disclosures, and have had the opportunity to ask questions. The Client further agrees to the terms of this Agreement.

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

Client:		Signature:		
Client:		Signature:		

Accepted by: