Musaffa LLC

WRAP FEE INVESTMENT ADVISORY CONTRACT

48 Wall Street Suite 1100 PMB 1026,
New York, NY 10005, USA

05/14/2026

The undersigned ("Client"), being duly authorized, has established an account (the "Account") and hereby agrees to engage Musaffa LLC ("MUSAFFA") on the following terms and conditions.

I. ***Appointment of MUSAFFA****.*

Client hereby appoints MUSAFFA as investment adviser for the Account. Client agrees to promptly notify MUSAFFA in writing of any changes to the information contained on the Investment Policy Statement or other information pertinent to the Account and to provide MUSAFFA with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

II. ***Services by MUSAFFA****.*

By execution of this Agreement, MUSAFFA hereby accepts the appointment as investment adviser for the Account and agrees, as of the effective date set forth in the signature page below, to provide the services indicated below:

(a) ____/____ supervise and direct the investments of the Account in accordance with the investment objectives of Client
(b) ____/____ appraise and review investments of the Account

It is understood and agreed that MUSAFFA, in the maintenance of records for its own purposes, or in making such records or the information contained therein available to Client or any other person at the direction of Client, does not assume responsibility for the accuracy of information furnished by Client or any other person.

MUSAFFA's investment advisory services explicitly exclude tax advice, legal counsel, and accounting services. Clients are advised to seek separate professional assistance for these matters. The Client understands and agrees that MUSAFFA's services are limited to investment advisory services as outlined in this Agreement, and do not extend to other financial or professional services.

III. Authority.

*(Discretionary Investment Management)*____/____ Except as otherwise set forth in this Agreement, Client authorizes MUSAFFA to investigate, purchase, and sell on behalf of Client, various securities and investments. MUSAFFA is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase. This authority includes the ability to rebalance the portfolio as needed to maintain the agreed-upon asset allocation, taking into account market conditions and the Client's investment objectives.

IV. ***Client Accounts****.*

Client has opened or will open an account with a custodian or other authorized third party (the "Custodian") for the execution of securities transactions and custodial services. The Custodian at the time this Agreement is executed is identified in Exhibit I hereto. All funds/securities will be delivered between Client and the Custodian only. Client hereby authorizes MUSAFFA to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account.

V. ***Service to Other Clients****.*

It is understood that MUSAFFA may perform investment advisory services for various clients and that the services provided by MUSAFFA are rendered on a non-exclusive basis. Client agrees that MUSAFFA may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account. Nothing in this Agreement shall be deemed to confer upon MUSAFFA any obligation to acquire for the Account a position in any security which MUSAFFA, its principals, or its employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of MUSAFFA it is not for any reason practical or desirable to acquire a position in such security for the Account.

VI. *Inside Information*.

MUSAFFA shall have no obligation to seek to obtain any material nonpublic ("inside") information about any issuer of securities and shall not purchase, sell, or recommend for the Account the securities of any issuer on the basis of any such information as may come into its possession.

VII. *Liability of MUSAFFA*.

Except as otherwise provided by applicable law, MUSAFFA will not be liable to Client for (a) any loss that Client may suffer by reason of any investment decisions made or other action taken or omitted in good faith by MUSAFFA with a degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from MUSAFFA's adherence to Client's written instructions or restrictions; (c) any act or failure to act by Custodian to which MUSAFFA directs transactions for Accounts, or by any other third party; (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 MUSAFFA'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, telecommunications, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of civil or military authority, governmental, regulatory authority or securities exchanges actions, the inability to obtain labor, material, equipment, or transportation and a custodian refusing to act on MUSAFFA's instructions; or (e) any indirect, special, incidental, or consequential damages. Client (and in addition, for entity accounts, Client Representative) shall indemnify and defend MUSAFFA and MUSAFFA's directors, officers, shareholders, employees and affiliates and hold them harmless from and against any and all claims, losses, damages, liabilities and expenses, as they are incurred, by reason of any act or omission of Client or broker or any custodian, broker, agent or other third party selected by MUSAFFA in a commercially reasonable manner or selected by Client. Under certain circumstances, federal and state securities statutes impose liabilities on persons who act in good faith, and therefore, nothing in this Agreement will waive or limit any rights that Client may have under those statutes. A person who is not a party to this Agreement has no rights to enforce any term of this Agreement and this Agreement shall not be deemed to create any third party beneficiary rights.

VIII. *Proxies*.

MUSAFFA will not ask for, nor accept voting authority for client securities. Clients will receive proxies directly from the issuer of the security or the custodian. Clients should direct all proxy questions to the issuer of the security.

IX. *Fees*.

The compensation of MUSAFFA for its services rendered hereunder shall be calculated in accordance with the Schedule of Fees attached hereto as Exhibit II. Client shall be given thirty (30) days' prior written notice of any proposed change in fees. Any changes in fees shall be accompanied by an amendment or the execution of a new contract, with signatures from both parties evidencing acceptance of the new fees.

X. *Valuation*.

In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement that Client receives from the Custodian. Such securities which are not traded nor subject to last-sale reporting shall be valued at the latest available bid price reflected by quotations furnished to MUSAFFA by such sources as it may deem appropriate. Any other security shall be valued in such manner as shall be determined in good faith by MUSAFFA and Client to reflect the security's fair market value.

XI. *Representations by Client*.

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to MUSAFFA such evidence of such authority as MUSAFFA may reasonably require, whether by way of a certified corporate resolution or otherwise; MUSAFFA is responsible only for the Account and not for the diversification or prudent investment of any outside assets or holdings of Client.

The following language of this section applies only if your Account is for a (a) pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"); (b) tax-qualified retirement plan under section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and not covered by ERISA; or (c) an individual retirement account under the Code.

Client represents that MUSAFFA has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain MUSAFFA. Client acknowledges that Client is a "named fiduciary" with respect to the control or management of the assets in the Account. Client will furnish promptly to MUSAFFA the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects MUSAFFA's rights or obligations, then the amendment will be binding on MUSAFFA only when agreed to by MUSAFFA in writing. If the Account contains only a part of the assets of the plan, then Client understands that MUSAFFA will have no responsibility for the diversification of all of the plan's investments and that MUSAFFA will have no duty, responsibility, or liability for Client assets that are not in the Account. If the Employee Retirement Income Security Act of 1974, as amended ("ERISA") or other applicable law requires bonding with respect to the assets in the Account, then upon written request by MUSAFFA, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers MUSAFFA and affiliated persons of MUSAFFA.

Client agrees to use MUSAFFA solely for Client's personal, non-commercial use, and not in connection with any competitive analysis (as determined by MUSAFFA).

XII. *Representations by MUSAFFA*.

By execution of this Agreement, MUSAFFA represents and confirms that it is registered as an investment adviser with the Securities and Exchange Commission or exempt from registration pursuant to applicable laws and regulations. Registration does not imply a certain level of skill or training.

XIII. *Amendment; Termination*.

This Agreement contains the entire agreement between the parties, may not be modified or amended except in writing as executed by both parties, and remains in force and effect unless terminated by either party as discussed herein. Client shall be deemed to have provided prior written consent to an amendment of this Agreement (including the

Schedules hereto), **except for amendments relating to fee changes which shall require affirmative written acknowledgment as set forth in Section IX hereof,** if Client does not object to the amendment in writing within thirty (30) days of receiving notice of such amendment. In the event that Client does not consent to any amendment to this Agreement proposed by MUSAFFA in accordance with this section **or section IX**, MUSAFFA shall have the right, but not the obligation, to terminate this Agreement immediately as defined below in this section. This Agreement may be terminated by either party with or without cause by providing ten (10) days written notice to the other party, which notice shall be provided by Client to MUSAFFA through MUSAFFA's website and by MUSAFFA to Client through the primary e-mail address in Client's Account Application as Client shall update from time to time. Client's withdrawal of all of the Accounts under this Agreement will terminate this Agreement unless MUSAFFA decides not to terminate at its sole discretion. Upon receipt of termination request, Wrap Fees will be calculated to the date of termination and assessed in accordance with the agreed upon rate. Unearned portions of prepaid fees will be refunded and any earned, unpaid fees will be assessed prior to the final disbursement of refunds, if any. Refund disbursements or fee invoices will be mailed to Client within thirty (30) business days of receipt of termination notice. Client understands that MUSAFFA will not provide services in the event uncollected accounts-receivable from Client exceeds thirty (30) days. In addition, all custodial termination and transfer fees, if any, assessed by Custodian will be the responsibility of Client. Termination of this Agreement will not affect (a) the validity of any action previously taken by MUSAFFA under this Agreement; (b) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (c) Client's obligation to pay advisory fees (pro-rated through the date of termination). Upon termination of this Agreement, MUSAFFA shall perform no functions whatsoever with respect to the managing of the Client accounts, and it shall be the sole responsibility of Client. Clients may terminate the Investment Advisory Agreement without penalty for a full refund of fees paid within five (5) business days after execution of the agreement. Thereafter, the agreement may generally be terminated upon ten (10) days' written notice.

XIV. Notices.

All notices and other communications contemplated by this Agreement shall be deemed duly given if transmitted to MUSAFFA at the address set forth on the cover page of this Agreement to the attention of its Chief Compliance Officer, and to Client at the address appearing below, or at such other address or addresses as shall be specified, in each case, in a written notice similarly given.

XV. Governing Law.

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state in which Client resides except to the extent preempted by ERISA or other federal or state laws or regulations.

XVI. Mediation/Arbitration.

This Agreement contains a mediation and arbitration clause. Excepting matters for injunctive relief, it is agreed that all controversies or disputes which may arise between Client and MUSAFFA (and/or the Custodian, sub-advisors, or representatives), concerning any transaction or order, the construction, performance, or breach of Agreement or any other Agreement between Client and MUSAFFA, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is an arbitration claim, shall be settled either by mediation instituted at the request of either party, or if not resolved by mediation, by arbitration, unless unenforceable under applicable state or federal law. Any mediation or arbitration will be held in New York, New York unless otherwise agreed to by both parties. Any arbitration shall be conducted in accordance with the applicable rules of Complex Commercial Disputes of the American Arbitration Association ("AAA") and the Laws of the State of New York. Judgment on any arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

Notwithstanding the foregoing, this binding arbitration clause in no way limits or affects Client's rights under the Investment Adviser's Act or related state securities laws. With respect to controversies or disputes which may arise between Client and MUSAFFA concerning matters involving alleged violations of applicable federal and state securities laws, breach of common law or statutory duty, this mediation and arbitration process does not constitute a waiver of any legal rights provided under the aforementioned laws, including the right to choose a forum, whether by arbitration or adjudication, in which to seek the resolution of disputes.

XVII. Exhibits.

The following Exhibits are attached hereto and incorporated as part of this Agreement:

Exhibit I - Identification of Accounts

Exhibit II - Schedule of Fees

XVIII. Receipt.

____/____ Client acknowledges receipt of Form ADV Parts 2A and 2B, and MUSAFFA's Privacy Policy.

XIX. Consent to Electronic Delivery

Client hereby consents to receive via e-mail or other electronic delivery method for various communications, documents, and notifications from MUSAFFA. These items may include but are not limited to: all statements or reports produced by MUSAFFA; trade confirmations; billing invoices; all Form ADV brochures; privacy policy statements; and any other notices or documentation that MUSAFFA chooses to provide on an ongoing or occasional basis. Client agrees to immediately notify MUSAFFA of any changes to Client's e-mail address shown below or other electronic delivery address.

XX. Assignment.

No assignment of this Agreement may be made by any party to this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall inure to the benefit and be binding upon the parties hereto, and each of their respective successors and permitted assigns. 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.

XXI. Data Sharing and Confidential Relationship.

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law and as described in MUSAFFA's Privacy Policy Statement. Client hereby authorizes MUSAFFA to disclose any personal, financial, or account information to third-party service providers including, without limitation, custodians, broker-dealers and their affiliates, third-party investment managers and their affiliates, technology vendors, and parties maintaining or servicing customer relationship management software or websites, as reasonably necessary to provide the services contemplated under this Agreement. Client acknowledges receipt and review of MUSAFFA's Privacy Policy and consents to the collection, use, and disclosure of Client information as set forth herein and in the Privacy Policy.

XXII. Death or Disability.

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-in-fact, or other authorized representative may terminate this Agreement by giving MUSAFFA written notice in accordance with the termination provisions of this Agreement.

XXIII. Title to Assets.

Except to the extent Client has notified, or in the future notifies, MUSAFFA in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.

XXIV. Disclaimer.

Nothing in this Agreement or any other document received from MUSAFFA shall be construed as providing any legal, accounting, estate, actuary, or tax advice. Client agrees to review publicly available information regarding the securities and the brokerage statements, transaction confirmations and tax reporting forms provided by the Custodian for tax-related information. Each Client must rely upon its own representatives, including its own legal counsel and accountant, as to legal, tax and related matters concerning any assets in the Account or any Account transactions and for preparation of any legal, accounting or tax documents. The taxation of securities transactions is extremely complex and no attempt is made herein to fully describe the various tax rules that apply to such transactions or to explain in complete detail the rules which are mentioned. However, some general points may be noted. Any sales, exchanges or dispositions of securities may have U.S. federal, state, local and non-U.S. income tax consequences for Client and may result in Client having to pay additional income taxes. An ETF may take many forms for U.S. federal income tax purposes, including a grantor trust, regulated investment company, or real estate investment trust, each of which has special tax considerations for U.S. taxable and tax-exempt investors. Clients may have a variety of tax reporting obligations with respect to certain securities, including the filing of a FinCEN Form 114 and/or Internal Revenue Service Form 8621, among other filing and reporting obligations. It is possible that in certain circumstances Client may incur taxable income on their investments without a cash distribution to pay the tax due. **Each Client should confer with their personal tax advisor regarding the tax consequences of investing with MUSAFFA based on their particular circumstances. Client and Client's tax advisors are responsible for how the transactions in Client's Account are reported to the Internal Revenue Service or any other taxing authority. MUSAFFA assumes no responsibility to Client for the tax consequences of any transaction**.

XXV. Market Conditions.

Client acknowledges that MUSAFFA's past performance and advice regarding client accounts cannot guarantee future results. **AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN APPRECIATE OR DEPRECIATE.** MUSAFFA does not guarantee or warrant that services offered will result in profit.

IN WITNESS THEREOF, the parties have executed this Agreement on the date stated below.

Client Name:	**Musaffa LLC**
Client Signature Date	Adviser Signature Date
Client#2 Signature Date	

Client Street Address:					
City:		State:		Zip:	
Phone:		E-Mail(s):			

Exhibit I - Identification of Accounts

Below are the accounts (collectively, the "Account") included under this Agreement:

Account Number	Registration Name	Custodian	Notes
________________	________________	________________	________________
________________	________________	________________	________________
________________	________________	________________	________________
________________	________________	________________	________________
________________	________________	________________	________________
________________	________________	________________	________________
________________	________________	________________	________________
________________	________________	________________	________________
________________	________________	________________	________________

Exhibit II - Fee Schedule

The following are the fees charged by Musaffa LLC for services provided:

MUSAFFA will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Account. There is an account minimum of 500, which may be waived by MUSAFFA in its discretion.

MUSAFFA manages a wrap fee program and will wrap third party fees (i.e., custodian fees, brokerage fees, transaction fees, etc.) for wrap fee accounts. MUSAFFA will charge one fee, and pay transaction fees for the Account using the fee collected from Client.

Portfolio Management Fees

Total Assets Under Management	Wrap Fee
$500 - $4,999	$5 per month
$5,000 - $14,999	$10 per month
$15,000 - $99,999	0.75% annually
$100,000 - $499,999	0.65% annually
$500,000 - $999,999	0.55% annually
$1,000,000 and above	0.45% annually

Fees are paid in arrears. Wrap fees accrue daily and are charged monthly in arrears, typically on the first business day following the end of each calendar month. Fees are calculated using the daily closing value of the Client's account. For flat-fee tiers, the daily fee equals the applicable monthly fee divided by the number of calendar days in the applicable month. For percentage-based tiers, the daily fee equals the applicable annual rate divided by 365 (or 366 in a leap year). If the Client's Total Assets Under Management ("Total AUM") changes during a billing period and falls within a different fee tier, the applicable fee for each day will be based on the tier applicable to that day's closing balance. Accordingly, the total monthly fee may vary depending on the Client's daily account balance throughout the billing period

MUSAFFA reserves the right, in its sole discretion, to reduce or waive the Wrap Fee for certain Client Accounts for any period of time determined by MUSAFFA. In addition, Client agrees that MUSAFFA may waive its fees for the Accounts of Clients other than Client, without notice to Client and without waiving its fees for Client.

__ /___ MUSAFFA is authorized to withdraw management fees directly from the Account on a monthly basis. If insufficient cash is available in the account to pay accrued fees, MUSAFFA may instruct the custodian to liquidate assets in an amount necessary to satisfy the fee obligation. Such liquidation may have tax consequences.

___/___ *By initialing here, Client agrees to the fee of: __________.*