PRESIDIO GROUP ADVISORS

# DISCRETIONARY INVESTMENT ADVISORY AGREEMENT

On this date: _____, by and between Presidio Group Advisors, LLC ("PGA") and Client: _____

## 1. Appointment and Scope of Services

Client appoints Presidio Group Advisors, LLC ("PGA") as investment adviser for the accounts identified in this Agreement and grants PGA discretionary authority, without prior consultation for each transaction, to buy, sell, exchange, reinvest, and otherwise manage securities and cash in the Account, subject to written restrictions accepted by PGA, applicable law, and the custodian's account documents. This authority does not permit PGA to withdraw or transfer assets except as authorized for advisory fee deduction or as separately instructed in writing by Client.

PGA may provide portfolio management and financial-planning services consistent with its current Form ADV brochure. The services selected are identified in Schedule B. Client understands that recommendations may involve mutual funds, exchange-traded funds, cash equivalents, and other investments described in PGA's brochure and permitted by the custodian.

## 2. Fiduciary Standard and Client Information

PGA will act as a fiduciary and provide advice in Client's best interest. Clients will provide complete and accurate information concerning financial circumstances, objectives, risk tolerance, liquidity needs, tax considerations, and restrictions, and will promptly notify PGA of material changes. PGA may rely on information supplied by Client and Client's other professionals.

## 3. Custodian, Brokerage, and Account Statements

Client assets will be maintained with Wells Fargo Clearing Services, LLC, through the RIA Solutions platform. The custodian, and not PGA, will hold Client funds and securities, execute transactions, and provide confirmations and account statements. Clients should review custodial statements promptly and compare them with any reports issued by PGA. The custodian's separate agreements control custodial and brokerage services.

Client acknowledges that brokerage costs, transaction charges, mutual fund or exchange-traded fund expenses, platform charges, and other third-party costs may be charged in addition to PGA's advisory fee, as disclosed in the current Form ADV brochure and custodian materials.

### 4. Fees and Billing

Clients will pay PGA the advisory fee selected and completed in Schedule D. Fees are calculated using PGA's tiered household asset schedule and are charged quarterly in arrears, as stated in Schedule D and the current Form ADV brochure. If Client authorizes direct fee deduction, Client authorizes the custodian to deduct advisory fees from the Account upon PGA's instruction. PGA will provide the custodian and Client with the information required to identify the fee, valuation basis, and billing period. Asset-management fees are not prepaid. Fees for a partial quarter are prorated for the period services are provided. Any earned but unpaid fee remains due upon termination.

### 5. Valuation and Performance

Account values used for billing and reporting generally will be based on values supplied by the custodian or other independent pricing sources. Values may be estimates when market quotations are unavailable. Investments involve risk, values may increase or decrease, and neither PGA nor any representative guarantees performance or the achievement of any objective.

### 6. Proxies, Legal Proceedings, and Other Client Rights

Unless otherwise agreed in writing and disclosed in PGA's current Form ADV brochure, Client retains responsibility for voting proxies, making elections, and participating in class actions or other legal proceedings relating to Account assets. PGA may provide information but is not obligated to act concerning such matters.

### 7. Other Clients and Trade Allocation

PGA advises other clients and may recommend or take actions that differ among clients. When investment opportunities are limited or orders are aggregated, PGA will seek fair and equitable treatment over time in accordance with its policies. No client is entitled to receive the same recommendation, transaction, or result as another client.

### 8. Confidentiality and Privacy

PGA will maintain Client information in accordance with applicable privacy requirements and PGA's privacy notice. Information may be disclosed to the custodian, service providers, regulators, auditors, legal advisers, and others as permitted or required by law or necessary to provide services.

### 9. Termination and Assignment

This Agreement remains in effect until terminated. Client may terminate at any time by written notice. PGA may terminate on 30 days' written notice, unless a shorter period is required to protect Client or comply with law. Termination does not affect liabilities or obligations arising before termination. This Agreement may not be assigned by PGA without Client consent as required by Section 205 of the Investment Advisers Act of 1940.

If applicable under the brochure-delivery provisions and Client did not receive the required brochure at least 48 hours before signing, Client may terminate without penalty within five business days after entering into this Agreement. This contractual statement does not limit any greater right available under applicable law.

### 10. Notices, Governing Law, and Miscellaneous

Notices to PGA must be sent to 1850 Mt. Diablo Blvd., Suite 240, Walnut Creek, California 94596. Notices to Client may be sent to the postal or electronic address maintained in PGA's records. This Agreement is governed by applicable federal law and, to the extent not preempted, the law of Client's state of residence. Nothing in this Agreement waives or limits any non-waivable right under federal or state securities law. If a provision is unenforceable, the remaining provisions remain effective.

This Agreement, together with Schedules B, C, and D and the documents incorporated by reference, contains the parties' agreement concerning the services described here. Amendments must be in writing, except that non-material administrative changes and changes required by law may be communicated by notice as permitted by law.

### 11. Regulatory Disclosures and Client Acknowledgments

Client acknowledges receipt, before or at the time of entering into this Agreement, of PGA's current Form ADV Part 2A brochure, applicable Form ADV Part 2B brochure supplement(s), Form CRS, and privacy notice, or acknowledges that electronic access and delivery were provided with Client's consent. Client understands that SEC registration does not imply a particular level of skill or training.

Client acknowledges that Presidio Group Advisors, LLC is an SEC-registered investment adviser, SEC File No. 801-137565, CRD No. 344581, with its principal office in Walnut Creek, California. Client has reviewed the authority granted under this Agreement and the completed schedules.

### 12. Electronic Delivery Consent

Client consents to electronic delivery of agreements, disclosures, reports, invoices, notices, and other communications to the email address provided below. Client may revoke this consent by written notice and agree to maintain a functioning email address and promptly report changes.

Client Email Address: _____

## 13. Signatures

| CLIENT | PRESIDIO GROUP ADVISORS, LLC |
|---|---|
| Signature: _____ | Signature: _____ |
| Printed Name / Title:_____ | Printed Name / Title: _____ |
| Date:_____ | Date: _____ |

### Schedule B | Services and Account Authorization

Select all services and account features that apply.

- ☐ Ongoing portfolio management
- ☐ Financial planning or financial consultation
- ☐ Retirement-income planning
- ☐ Tax-aware investment coordination (not tax advice)
- ☐ Coordination with Client's legal, tax, or insurance professionals
- ☐ Advisory-fee deduction from the Account
- ☐ Electronic delivery of required documents

☐ Other

Client restrictions or special instructions accepted by PGA:

_____

_____

### Schedule C | Custodian and Authorized Persons

Qualified Custodian / Brokerage Platform: Wells Fargo Clearing Services, LLC, through the RIA Solutions platform

### Schedule D | Advisory Fees and Billing Authorization

PGA uses a tiered household schedule. All advisory accounts within a household are aggregated to determine total household advisory asset value and the applicable annual rate. Once a household qualifies as a tier, that rate applies uniformly to all advisory accounts in the household. Different rates are not applied to different accounts or portions of household assets.

| HOUSEHOLD ADVISORY ASSET VALUE | ANNUAL ADVISORY FEE |
|---|---|
| $50,000 to less than $100,000 | 2.00% |
| $100,000 to less than $250,000 | 1.65% |
| $250,000 to less than $500,000 | 1.40% |
| $500,000 to less than $1,000,000 | 1.25% |
| $1,000,000 to less than $5,000,000 | 1.00% |
| $5,000,000 to less than $10,000,000 | 0.90% |
| $10,000,000 to less than $20,000,000 | 0.75% |
| $20,000,000 to less than $40,000,000 | 0.60% |
| $40,000,000 and above | 0.50% |

Billing Methodology. Fees are charged quarterly in arrears based on household advisory assets as of the close of business on the last business day of the quarter. The quarterly fee equals the applicable annual rate divided by four, multiplied by the billable asset value of each advisory account. The minimum quarterly fee is $250 per household and is applied once across the household, rather than separately to each account.

Household Aggregation. All advisory accounts within the household are combined to determine the applicable tier, including accounts held at different custodians when applicable to the household advisory arrangement. Certain account types, including annuities, 529 plans, and qualified plans not included in the household advisory arrangement, are excluded from household aggregation and billing.

Opening Minimum. PGA generally requires a minimum opening advisory asset balance of $50,000 per household but may waive or modify that minimum case by case. Any fee exceptions or limitations will be documented in this Agreement.

Partial Periods and Cash. Fees are prorated for accounts opened or closed during a quarter. Deposits and withdrawals during a quarter are reflected in fee calculations as provided in the Agreement. PGA treats cash as an asset class and includes cash held in advisory accounts in fee calculations. In some circumstances, the advisory fee charged on cash may exceed the yield earned on the cash position.

Costs Not Included. The advisory fee covers portfolio management and performance reporting, together with PGA's services in arranging trading and custody. Applicable third-party custody, brokerage, transaction charges, and internal expenses of investment products, including mutual fund and ETF expense ratios, are separate and are not included in PGA's advisory fee.

Fee Debit Authorization. Client authorizes Wells Fargo Clearing Services, LLC through RIA Solutions to deduct PGA's advisory fees from the designated Account. The custodian may rely on PGA's instructions. Clients should review each deduction and compare it with the custodial statement and any fee information provided by PGA.

Termination and Fee Changes. Client may terminate within five business days after signing without penalty. Thereafter, PGA may terminate on 30 days' written notice and Client may terminate at any time by written notice. Any earned but unpaid fee remains due, subject to proration. Any fee increase will be communicated in advance and documented as required by the advisory agreement.

Exceptions or Limitations: _____

Client Initials: _____ PGA Initials: _____ Date: _____