

AGING ISSUES MANAGEMENT LLC PROMOTER AGREEMENT

This agreement dated as of _____ is entered into between _____ (hereafter referred to as "Promoter") and Aging Issues Management LLC (hereafter referred to as "AIM"), an adviser registered with the state regulator(s) under relevant state statutes and rules, and sets forth the terms and conditions under which the Promoter will assist AIM in establishing client relationships.

1. SOLICITATION OF CLIENTS

As a consultant and independent contractor, and not as an employee of AIM, the Promoter will use its best efforts to solicit and refer clients to AIM.

The Promoter does not have any authority to accept any client(s) on behalf of AIM, and AIM does not have any responsibility to accept any prospective client referred by the Promoter. Any prospective client that becomes a client of AIM as a direct result of the Promoter's efforts is identified as a "Solicited Client."

2. CLIENT RELATIONSHIP

The Promoter's primary role under this agreement is to introduce and assist each Solicited Client in establishing a relationship with AIM, which will include introducing prospective clients and providing information about AIM.

The Promoter will keep as confidential any client information obtained in connection with this agreement which will not be disclosed without the consent of the Solicited Client.

3. PROMOTER COMPENSATION

For the solicitation services provided by the Promoter, AIM will pay to the Promoter as follows, under the following conditions, (i) the solicited Client remains a client of AIM, (ii) AIM has received the investment advisory fee from Solicited Client(s), and (iii) Promoter remains continuously compliant with applicable state and federal laws, rules and regulations and continuously compliant with the terms of this Agreement:

- (a) A percentage of all investment advisory fees received by AIM from any Solicited Client(s). The portion of the advisory fees payable to the Promoter will be paid within forty-five days of the end of the quarter in which the advisory fees are received by AIM. The percentage of advisory fees for each Solicited Client will be ____% per annum, unless the Promoter and AIM agree to a different arrangement in writing.
- (b) Compensation will not be paid to the Promoter in the event any such payment would constitute a violation of applicable federal or State law.
- (c) Promoter will be responsible for a proportional amount of any refunds required to be remitted to Solicited Client for any reason and will be deducted from any future fees payable to Promoter. In the event no fees are payable to Promoter, Promoter shall provide Adviser with the proportional amount within 45 days.

4. PROMOTER'S RESPONSIBILITIES

The Promoter will perform its responsibilities under this Agreement in accordance with the instructions of AIM and the Investment Advisers Act and the rules thereunder, including Rule 206(4)-1. In its solicitation of clients for AIM, the Promoter will use only investment advisory and marketing materials provided by and approved by AIM.

5. PROMOTER REPRESENTATIONS

In accordance with relevant state statutes and rules, the Promoter on behalf of itself, its officers and agents represents the following:

- (a) Promoter will provide the prospective client with a Promoter Disclosure Statement, a sample of which is attached as Exhibit 1, at the time of each referral.

- (b) Promoter will disclose the following information clearly and prominently to persons referred by Promoter to AIM at the time of each referral:
- (i) Whether or not Promoter is a current client or private fund investor of AIM;
 - (ii) A description of the cash or non-cash compensation described in Item 3: "Promoter Compensation" provided by AIM, if applicable; and
 - (iii) A brief statement of any material conflicts of interest on the part of the Promoter resulting from AIM's relationship with Promoter, if applicable.
- (c) Promoter is not an ineligible person. An *Ineligible person* means a person who is subject to a *disqualifying Commission action* or is subject to any *disqualifying event*, and the following persons with respect to the *ineligible person*:
- (i) Any employee, officer, or director of the *ineligible person* and any other individuals with similar status or functions within the scope of association with the *ineligible person*;
 - (ii) If the *ineligible person* is a partnership, all general partners; and
 - (iii) If the *ineligible person* is a limited liability company managed by elected managers, all elected managers.

A *disqualifying Commission action* means a Commission opinion or order barring, suspending, or prohibiting the person from acting in any capacity under the Federal securities laws.

A *disqualifying event* is any of the following events that occurred within 10 years prior to the person disseminating an *endorsement* or *testimonial*:

- (i) A conviction by a court of competent jurisdiction within the United States of any felony or misdemeanor involving conduct described in paragraph (2)(A) through (D) of section 203(e) of the Act;
- (ii) A conviction by a court of competent jurisdiction within the United States of engaging in, any of the conduct specified in paragraphs (1), (5), or (6) of section 203(e) of the Act;
- (iii) The entry of any final order by any entity described in paragraph (9) of section 203(e) of the Act, or by the U.S. Commodity Futures Trading Commission or a self-regulatory organization (as defined in the Form ADV Glossary of Terms)), of the type described in paragraph (9) of section 203(e) of the Act;
- (iv) The entry of an order, judgment or decree described in paragraph (4) of section 203(e) of the Act, and still in effect, by any court of competent jurisdiction within the United States; and
- (v) A Commission order that a person cease and desist from committing or causing a violation or future violation of:

(A) Any scienter-based anti-fraud provision of the Federal securities laws, including without limitation section 17(a)(1) of the Securities Act of 1933 (15 U.S.C. 77q(a)(1)), section 10(b) of the Securities Exchange Act of 1934 (15 U.S.C. 78j(b)) and 17 CFR 240.10b-5, section 15(c)(1) of the Securities Exchange Act of 1934 (15 U.S.C. 78o(c)(1)), and section 206(1) of the Investment Advisers Act of 1940 (15 U.S.C. 80b-6(1)), or any other rule or regulation thereunder; or

(B) Section 5 of the Securities Act of 1933 (15 U.S.C. 77e);

- (vi) A *disqualifying event* does not include an event described in paragraphs (e)(4)(i) through (v) of this section with respect to a person that is also subject to:

(A) An order pursuant to section 9(c) of the Investment Company Act of 1940 (15 U.S.C. 80a-3) with respect to such event; or

(B) A Commission opinion or order with respect to such event that is not a *disqualifying Commission action*; provided that for each applicable type of order or opinion described in paragraphs (e)(4)(vi)(A) and (B) of this section:

(1) The person is in compliance with the terms of the order or opinion, including, but not limited to, the payment of disgorgement, prejudgment interest, civil or administrative penalties, and fines; and

(2) For a period of 10 years following the date of each order or opinion, the advertisement containing the *testimonial* or *endorsement* must include a statement that the person providing the testimonial or endorsement is subject to a Commission order or opinion regarding one or more disciplinary action(s), and include the order or opinion or a link to the order or opinion on the Commission's website.

- (d) Promoter maintains or will obtain any SEC and/or State registrations that may be appropriate or required in connection with the solicitation services provided under this agreement or has been advised by counsel that it is exempt or excluded from registration.
- (e) Promoter will not provide any investment advisory services of any type on behalf of AIM to the Solicited Client(s);
- (f) With respect to any prospective or Solicited Client that is a retirement plan subject to ERISA or a tax qualified retirement plan or IRA under the Internal Revenue Code, Promoter, and any of its officers, employees, agents or affiliates, are not a fiduciary, trustee or administrator for any such plan;
- (g) Promoter will notify AIM if any prospective or Solicited Client is a State, municipality, or other political entity, agency or subdivision. Promoter will also notify AIM if any prospective or Solicited Client is affiliated with Promoter, and any of its officers, employees, agents or affiliates, in any way or if any prospective or Solicited Client has been an elected official, employee or person providing professional services to the Promoter within the last two years. Upon notification of association, AIM will comply with current Pay-to-Play rules.

6. AIM REPRESENTATIONS

AIM represents the following;

- (a) It is registered as an investment adviser with the relevant State(s) as required;
- (b) It will provide or make available its current Form ADV Part 2 and any other advisory marketing materials for Promoter's use.

7. INDEMNITY

Promoter will indemnify AIM, its officers, directors, and employees against any loss, liability or expense, including reasonable attorney's fees, incurred by them arising out of any breach, act or omission or violation of law by Promoter in connection with Promoter's performance of this agreement.

8. TERM

This agreement will remain in effect until terminated at any time by either of the parties upon written notice. Death or incapacitation of Promoter shall automatically terminate this agreement.

Upon the termination of this agreement, each party will keep any proprietary information or client information obtained during the term of the agreement as confidential, including sales or marketing material, client information or lists and return such information upon the request of the other party, except as may be required to be maintained under the applicable regulation. AIM may continue to act as investment adviser to any Solicited Client after termination of this agreement.

9. AMENDMENT AND ASSIGNMENT

This agreement may only be amended by a writing signed by both parties and may not be assigned by Promoter without the consent of AIM.

10. GOVERNING LAW

This agreement shall be governed by the laws of the State of New York.

11. ARBITRATION

Any dispute arising out of this agreement shall be subject to final and binding arbitration according to the Commercial Arbitration Rules of the American Arbitration Association then in effect. Judgment upon any arbitration award may be entered in any court, State or federal, having jurisdiction. The prevailing party in any arbitration and other legal proceeding under this section will be entitled to recover reasonable attorney's fees, costs and expenses.

Signature Page Directly Follows

Promoter

Promoter's Signature

Date

Promoter's Name (Print)

Aging Issues Management LLC

Authorized Representative's Signature

Date

Authorized Representative's Name (Print)

Exhibit #1 (PROMOTER DISCLOSURE DOCUMENT)

09/28/2023

Dear Prospective Client:

This letter is to inform you that I am recommending the investment advisory services of Aging Issues Management LLC, an investment adviser registered with the applicable state securities division. In accordance with the requirements of SEC Rule 206(4)-1, I am required to disclose the following clearly and prominently at the time of each referral:

Please note that I **am** a current client of Aging Issues Management LLC.

OR

Please note that I **am not** a current client of Aging Issues Management LLC.

According to an agreement between myself and Aging Issues Management LLC, I will be compensated **%** of the advisory fees you pay for the management of your investment portfolio for as long as you remain an active client of Aging Issues Management LLC.

OR

According to an agreement between myself and Aging Issues Management LLC, I am compensated a flat fee of \$ per client referral.

This presents a conflict of interest because I am financially incentivized to recommend the advisory services of Aging Issues Management LLC.

The compensation for these services is paid completely by the firm from the investment advisory fees earned, which are not increased or passed along to a client in any way, therefore there is no increase in the advisory fees you will pay to Aging Issues Management LLC.

Sincerely,

(Name & Title of Promoter)