

TERMS OF USE (STERLING LABS INTERACTIVE PLATFORM)

Last Updated: September 25, 2026

These Terms of Use (the “Terms”) govern your access to and use of Sterling Labs’s websites, mobile/desktop applications, and online services (collectively, the “Platform”), including any interactive features, tools, APIs, dashboards, research outputs, and content made available through the Platform (collectively, the “Content”). Sterling Labs is designed to provide AI-assisted workflows, research, analytics, and, for advisory clients, non-discretionary investment advisory services related to public markets.

These Terms are a binding agreement between you and TM37 Inc., a Delaware corporation doing business as Sterling Labs, and its affiliates (collectively, “Sterling Labs,” “we,” “us,” or “our”). By accessing or using the Platform, you agree to these Terms and to our Privacy Policy (and any other policies we make applicable to the Platform).

IMPORTANT: DISPUTE RESOLUTION / ARBITRATION / CLASS ACTION WAIVER.

These Terms include (1) an agreement to resolve most disputes by binding individual arbitration and (2) a class action waiver. Please read Sections 16 and 17 carefully, as they affect your legal rights.

1. Acceptance of Terms

By accessing or using the Platform, you confirm that: (a) you have read and understand these Terms; (b) you agree to be bound by them; and (c) if you are using the Platform on behalf of an organization, you have authority to bind that organization, and “you” includes that organization. If you do not agree, do not access or use the Platform.

2. Who We Are; Relationship to Advisory Documents (ADV/CRS)

2.1 Platform Terms vs. Advisory Relationship. These Terms govern general access to and use of the Platform. If you enter into Sterling Labs’s Advisory Client Agreement (the “Advisory Agreement”) for investment advisory services, that Advisory Agreement, together with Sterling Labs’s Form ADV Part 2A (Firm Brochure), Form CRS (Relationship Summary), and other applicable disclosures, governs the advisory relationship. In the event of any conflict regarding the advisory relationship, the Advisory Agreement and

applicable advisory disclosures control.

2.2 Availability of ADV and CRS. Sterling Labs is an SEC-registered investment adviser. Its Form ADV Part 2A and Form CRS provide important information about Sterling Labs's services, fees, conflicts, and standards of conduct and are available through the Platform and at www.sterlinglabs.co. You should review the most current versions.

2.3 Registration Status. Registration as an investment adviser does not imply a certain level of skill or training.

3. Eligibility; U.S. Use

3.1 Age. You must be at least 18 to use the Platform.

3.2 U.S. Only. The Platform and advisory relationship are intended for lawful residents of the United States and its territories unless Sterling Labs expressly states otherwise.

3.3 Compliance with Law. You are responsible for ensuring your use is lawful where you are located.

4. Platform Purpose; Advisory Services; No Guarantees

4.1 Public / Non-Advisory Areas. Unless you are receiving Services under an Advisory Agreement, the Platform and Content are provided for informational and educational purposes and do not constitute investment, legal, tax, or accounting advice.

4.2 Advisory Services. Under the Advisory Agreement, Sterling Labs provides non-discretionary investment advice and technology-based research tools through the Platform. Clients may also elect optional "Portfolio Services," which use linked brokerage-account data and investment-profile information to provide personalized, ongoing investment advice. Clients remain free to accept or reject any recommendation and retain sole responsibility for their investment decisions and resulting transactions.

4.3 No Offer or Solicitation. Except as expressly described under an Advisory Agreement and applicable disclosures, the Platform is not intended to be, and should not be construed as, an offer to sell or solicitation of an offer to buy any security or other financial product.

4.4 Investing Risk Disclosure. Investing involves risk, including possible loss of principal. Past performance, backtests, simulations, modeled results, and examples do not guarantee future results.

5. AI Features; Model Limitations; User Responsibilities

The Platform uses automated systems, including machine learning and large language model-based systems, to support research, analysis, and advisory outputs. You understand and agree that:

5.1 AI Outputs May Be Incorrect or Incomplete. Outputs may contain errors, omissions, stale information, or inaccuracies and may not reflect the most recent market developments.

5.2 You Are Responsible for Decisions. You are responsible for reviewing outputs and for your investment decisions. Sterling Labs does not provide financial planning, tax, or legal services.

5.3 Advisory Relationship. Use of public or non-advisory portions of the Platform does not by itself create an investment advisory relationship. Advisory duties arise only under an applicable Advisory Agreement and related disclosures.

5.4 Tooling and Data Dependencies. The Platform may incorporate third-party data sources, market data, news, alternative data, AI model providers, and other content feeds. Sterling Labs does not guarantee the completeness, accuracy, or timeliness of third-party data.

5.5 Automated and Portfolio Services. Except with respect to Portfolio Services, Platform outputs are generated when you engage with the tools. If you opt into Portfolio Services, Sterling Labs may access and review linked-account data on an ongoing basis to provide the personalized services described in the Advisory Agreement.

6. Accounts; Security; Access Controls

6.1 Account Registration. If you create an account, you agree to provide accurate, current, and complete information and keep it updated.

6.2 Credentials. You are responsible for safeguarding your Sterling Labs login credentials and devices and for all activity that occurs under your account.

6.3 Unauthorized Use. Notify us immediately at support@sterlinglabs.co if you suspect unauthorized access.

6.4 Secure/Restricted Areas. Access to password-protected areas is limited to authorized users. Attempts to bypass access controls are prohibited.

6.5 Linked Brokerage Accounts. If you elect Portfolio Services, you may link an existing brokerage account through an authorized API connection.

Sterling Labs does not store your brokerage-account username or password

and does not hold credentials or permissions that permit Sterling Labs to withdraw or transfer cash or securities. For certain integrations, Sterling Labs may store identifying information associated with the linked brokerage account, such as your name and email address. Where the optional order-transmission functionality is available and you elect to use it, Sterling Labs may transmit only trade instructions that you initiate or authorize to your linked broker-dealer for execution in your existing account.

7. Subscriptions, Trials, Billing, Credits, and Cancellation

7.1 Subscription Fee. Advisory clients pay the Subscription Fee stated in the Advisory Agreement and applicable Subscription Fee Attachment. As of the Last Updated date, the standard Subscription Fee is \$30.00 per month, billed monthly in advance to the payment method selected during subscription. Sterling Labs does not deduct fees from brokerage accounts.

7.2 Trial and Conversion. New subscribers receive a seven (7)-day free trial with access to Platform features. If no payment method is provided by the end of the trial, the subscription ends. If a payment method is provided, the subscription converts to a paid monthly subscription. Sterling Labs will obtain consent to renewal terms before the first Subscription Fee is charged.

7.3 Renewals. Paid subscriptions renew automatically on a month-to-month basis until canceled. Sterling Labs will provide advance notice of any change to the Subscription Fee or billing period, together with information on how to cancel.

7.4 Cancellation and Failed Renewal. You may cancel at any time through the Platform using the same online mechanism through which you subscribed. Cancellation takes effect at the end of the then-current billing period. A subscription that lapses because a valid payment method is not available is treated as a cancellation and ends at the end of the applicable billing period.

7.5 Refunds. Subscription Fees are non-refundable except as required by law or as provided in the Advisory Agreement. If Sterling Labs terminates an Advisory Agreement other than for your breach or non-payment before the end of a prepaid billing period, Sterling Labs will refund the portion of the Subscription Fee attributable to the remainder of that billing period.

7.6 Platform Credits. The Subscription Fee includes a monthly allotment of platform credits for certain features, including features that engage an LLM. Credits included with the Subscription Fee do not carry over. If those credits

are exhausted, credit-consuming features may be unavailable until the next renewal unless additional credits are purchased. Purchased credits carry over and do not expire. Platform credits are non-refundable except to the extent required by applicable law, including any applicable cash-redemption rights for California residents.

8. Acceptable Use; Prohibited Conduct

You agree not to: (a) violate any law or regulation (including securities, privacy, and intellectual property laws); (b) use the Platform for unlawful, harmful, misleading, or fraudulent activity; (c) attempt to gain unauthorized access to the Platform or another user's account; (d) interfere with, disrupt, or degrade Platform performance; (e) upload or transmit malware, spyware, or destructive code; (f) scrape, crawl, or use automated means to extract data from the Platform without our written permission, except standard search-engine indexing of public pages where permitted; (g) reverse engineer, decompile, or attempt to discover source code except where prohibited by law; (h) use the Platform or Content to develop or train competing models or systems, or to build a competing product, except as expressly permitted in writing; or (i) misrepresent AI outputs as human-produced or as guaranteed factual statements.

9. Content; Intellectual Property; Limited License

9.1 Our IP. The Platform and Content are owned by Sterling Labs and/or its licensors and are protected by intellectual property laws.

9.2 Limited License. Subject to these Terms, Sterling Labs grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Platform for your own account and, for an entity user, through its authorized representative, in each case subject to the applicable plan and Advisory Agreement.

9.3 Restrictions. You may not reproduce, distribute, publicly display, sell, redistribute, or create derivative works from the Platform or Content, use the Services or outputs to provide investment advice to a third party, or use them for competitive analysis, except as expressly permitted in writing.

9.4 Trademarks. "Sterling Labs" and associated logos and marks are trademarks of TM37 Inc. and/or its affiliates or licensors. You may not use them without permission.

10. User Inputs; User-Generated Content; Output Use

10.1 Your Inputs. You retain rights to prompts, files, portfolio information, preferences, and other materials you submit to the Platform (“Inputs”), subject to the licenses you grant in these Terms and the Privacy Policy.

10.2 License to Operate the Platform. You grant Sterling Labs a worldwide, non-exclusive license to host, use, process, reproduce, and display Inputs solely to provide, maintain, secure, and improve the Platform and Services and as otherwise described in the Privacy Policy.

10.3 Outputs. Outputs may be based on your Inputs, linked-account data where applicable, and other data sources. Subject to these Terms and applicable plan limitations, you may use Outputs for your own account and lawful internal purposes. You are responsible for how you use Outputs and for ensuring compliance with law and third-party rights.

10.4 Sensitive Data and Brokerage Credentials. Do not upload sensitive personal data, credentials, or confidential third-party information unless expressly supported by the Platform and covered by applicable agreements and security guidance. Portfolio Services may collect supported brokerage-account data through authorized API integrations as described in the Advisory Agreement and Privacy Policy; Sterling Labs does not ask you to provide, and does not store, your brokerage-account username or password.

11. Third-Party Services; Links; Data Providers

The Platform may link to or integrate with third-party websites, tools, broker-dealers, market-data providers, AI model providers, payment processors, and other services. Sterling Labs does not control third-party services, and your use of them may be governed by their own terms and policies. If you elect Portfolio Services, the Platform may exchange information with the broker-dealer you link through the API connection in order to receive account and holdings data and, if you elect the optional order-transmission functionality when available, to transmit your authorized trade instructions.

12. Performance, Backtests, and Examples (if shown)

If the Platform displays performance-related information, including hypothetical, backtested, modeled, or scenario analysis, such information may be based on assumptions and data that do not reflect actual trading or real-world frictions; actual results may differ materially; and no such information is a guarantee of future performance. Advisory clients should also

review Sterling Labs's Form ADV and other applicable disclosures regarding performance information.

13. Privacy; Security; Electronic Communications

13.1 Privacy. Your use is subject to our Privacy Policy and, for advisory clients, the confidentiality and privacy provisions of the Advisory Agreement.

13.2 Electronic Communications. You consent to receive communications electronically, including by email, through the Site or App, or by links to electronic documents, consistent with the ESIGN Consent included in Sterling Labs's client agreements. You are responsible for keeping your contact information current.

13.3 Monitoring/Recording. We may monitor and retain communications for security, support, quality assurance, recordkeeping, and compliance purposes to the extent permitted or required by law.

14. Suspension; Termination

Sterling Labs may suspend or terminate access if it reasonably believes you violated these Terms, if you pose a security risk, if required by law, or as otherwise permitted under an applicable Advisory Agreement. For advisory clients, client-initiated cancellation or lapse of a subscription is effective at the end of the applicable billing period, while Sterling Labs may terminate the Advisory Agreement immediately as provided in that agreement. If Sterling Labs terminates an Advisory Agreement other than for your breach or non-payment before the end of a prepaid billing period, the applicable prorated refund described in Section 7.5 will be provided. Upon termination, your license to use the Platform ends when your access ends. Provisions that by their nature should survive termination will survive, including intellectual property, disclaimers, limitation of liability, indemnity, dispute resolution, and any provisions identified as surviving in an applicable Advisory Agreement.

15. Disclaimers

15.1 "AS IS." EXCEPT TO THE EXTENT PROVIDED IN AN APPLICABLE ADVISORY AGREEMENT OR REQUIRED BY LAW, THE PLATFORM AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, STERLING LABS DISCLAIMS WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY,

AND AVAILABILITY.

15.2 No Warranty of Accuracy / Timeliness. Sterling Labs does not guarantee that information, including AI outputs or third-party data, is accurate, complete, or current and does not guarantee investment performance, profit, or protection against loss.

15.3 Non-Waiver. Nothing in these Terms constitutes a waiver or limitation of any rights you may have under applicable federal or state securities laws.

16. Dispute Resolution; Agreement to Arbitrate

16.1 Scope. Except as expressly excluded below, any dispute, claim, or controversy arising out of or relating to the Platform, Content, Services, these Terms, or their breach, termination, enforcement, interpretation, or validity will be resolved by binding, individual arbitration rather than a class, representative, or consolidated action or proceeding. The U.S. Federal Arbitration Act governs the interpretation and enforcement of this Section.

16.2 Exceptions. Either party may seek injunctive or other equitable relief from a court to prevent infringement or misappropriation of intellectual property rights, and either party may bring an individual claim in small claims court if the claim is within that court's jurisdiction.

16.3 Arbitration Administrator and Rules. Arbitration will be administered by JAMS under its Streamlined Arbitration Rules and Procedures and, where applicable, its Consumer Minimum Standards.

16.4 Location / Remote Proceedings. Arbitration will be held in San Francisco, California, except that you may elect to have any hearing conducted by videoconference.

16.5 Fees. Where you initiate arbitration, the only fee required to be paid by you is the consumer filing fee specified in the JAMS Consumer Minimum Standards, currently \$250, and Sterling Labs will bear all other arbitration costs. Where Sterling Labs initiates arbitration, Sterling Labs will bear all arbitration costs. Each party bears its own attorneys' fees and expenses unless applicable law provides otherwise.

16.6 Authority and Severability. The arbitrator has exclusive authority to decide issues relating to the interpretation, applicability, enforceability, and scope of the arbitration terms. If a particular claim or request for relief cannot lawfully be arbitrated, only that claim or request for relief may proceed in court; all other arbitrable claims remain subject to this Section.

16.7 Advisory Agreement. If you enter into an Advisory Agreement, its arbitration provision governs disputes arising out of or relating to the advisory Services and applies notwithstanding any election you may previously have made under an earlier version of these Terms.

17. Class Action Waiver

To the maximum extent permitted by law, you and Sterling Labs agree that claims against the other will be brought only in an individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, representative, or private attorney general action. If a dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with yours or preside over any representative or class proceeding.

18. Limitation of Liability

To the extent permitted by applicable law, Sterling Labs does not guarantee investment performance and is not liable for special, consequential, or incidental damages, or for losses resulting from third-party service providers, data sources, outages, cybersecurity incidents, market conditions, or other events beyond Sterling Labs's reasonable control, except to the extent such losses arise from an act or omission of Sterling Labs. Nothing in this Section or these Terms constitutes a waiver or limitation of any rights you may have under federal or state securities laws or other rights that cannot be waived by agreement. For advisory clients, the Advisory Agreement controls with respect to liability arising from the advisory relationship.

19. Indemnification

To the extent permitted by applicable law, you agree to indemnify, defend, and hold harmless Sterling Labs, its affiliates, and their directors, officers, employees, and agents from claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to your acts or omissions, your violation of these Terms, or your violation of law or third-party rights, except to the extent such losses arise from an act or omission of Sterling Labs. For advisory clients, the Advisory Agreement controls with respect to indemnification arising from the advisory relationship.

20. Governing Law

These Terms are governed by the U.S. Federal Arbitration Act, federal

arbitration law, and the laws of the State of Delaware, excluding conflict-of-laws principles. Except for matters required to be arbitrated under Section 16, legal actions or proceedings arising under these Terms shall be brought in courts located in San Francisco, California or in the U.S. District Court for the Northern District of California. Nothing in this Section limits any non-waivable consumer protection right under the law of your state of residence.

21. Changes to the Platform or Terms

We may modify the Platform or these Terms from time to time. We will give notice of amendments by a notice displayed on the Site or App, a message sent through the Platform, or an email sent to the address associated with your account. An amendment becomes effective and applicable to you upon your first use of the Platform following notice. We will give advance notice of any change to the Subscription Fee or billing period, together with information on how to cancel. We have no obligation to provide amendment notices after your Platform access and, if applicable, your Advisory Agreement have terminated.

22. Feedback

If you provide ideas, suggestions, or feedback, you grant Sterling Labs a perpetual, irrevocable, worldwide, royalty-free license to use it for any lawful purpose without compensation to you.

23. Contact

Questions about these Terms: support@sterlinglabs.co

Legal notices: support@sterlinglabs.co

Mailing address: TM37 Inc. d/b/a Sterling Labs, 2261 Market Street, San Francisco, California 94114