STASH INVESTMENTS LLC

Advisory Agreement - as amended as of July 1, 2019; effective as of August 1, 2019 unless otherwise noted herein

This Advisory Agreement (the “Advisory Agreement”), which is entered into by you (“you” or the “Client”) and Stash Investments LLC (“Stash”, “we” or “our”), sets forth the terms and conditions under which Stash offers the program described in Section 1 below (the “Program”) and governs the advisory services that we provide you with respect to your participation in the Program. This Advisory Agreement applies to you if you are an individual who is establishing or has previously established one or more of the accounts enumerated in Section 1 below, including an individual who has previously entered into an Advisory Agreement with Stash. By clicking or tapping “Accept and continue” or otherwise acknowledging your consent electronically, you agree to enter into and be bound by the terms and conditions of this Advisory Agreement. For the avoidance of doubt, this Advisory Agreement may govern multiple accounts enumerated in Section 1 below established by the same Client, and shall be deemed to govern each such account upon the Client’s establishment of each account.

YOU MUST READ AND CONSIDER THIS ADVISORY AGREEMENT IN ITS ENTIRETY, INCLUDING SECTION 6 AND ATTACHMENT E HERETO (DEPOSITS AND PURCHASES; AUTO-STASH FEATURES TERMS AND CONDITIONS) AND SECTION 20 (ARBITRATION AGREEMENT), CAREFULLY AND CONTACT STASH TO ASK ANY QUESTIONS YOU MAY HAVE BEFORE ENTERING INTO THIS ADVISORY AGREEMENT. AS NOTED, THIS ADVISORY AGREEMENT CONTAINS AN ARBITRATION PROVISION. SEE SECTION 20 FOR AN IMPORTANT NOTICE CONCERNING YOUR RIGHTS.

PURSUANT TO THE STASH FINANCIAL, INC. ESIGN AGREEMENT (THE “ESIGN AGREEMENT”) THAT YOU ARE REQUIRED TO ENTER INTO AS A CONDITION OF EXECUTING THIS ADVISORY AGREEMENT, CLICKING THAT YOU ACCEPT HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF THIS ADVISORY AGREEMENT. YOU ACKNOWLEDGE THAT THIS ADVISORY AGREEMENT MAY BE AMENDED FROM TIME TO TIME. AMENDED AGREEMENTS WILL BE POSTED ON THE STASH WEBSITE, WWW.STASH.COM (THE “WEBSITE”) OR MOBILE APPLICATION (COLLECTIVELY WITH THE WEBSITE, THE “PLATFORM”). YOU WILL BE NOTIFIED OF AMENDED AGREEMENTS BY WEBSITE POSTINGS, EMAILS LINKING TO THE WEBSITE, OTHER EMAILS, TEXT OR PUSH MESSAGES, TRADITIONAL MAIL OR OTHER MEANS OF NOTIFICATION VIA THE APPLICATION. YOU AGREE TO CHECK THE WEBSITE FOR NEW VERSIONS OF THIS ADVISORY AGREEMENT AND OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM. YOU AGREE THAT, BY KEEPING ONE OR MORE OF YOUR INDIVIDUAL ACCOUNTS (AS DEFINED BELOW) OR USING THE PROGRAM WITHOUT OBJECTING IN WRITING AFTER STASH NOTIFIES YOU OF A NEW VERSION OF AN AGREEMENT, YOU WILL AGREE TO AND ACCEPT ALL TERMS AND CONDITIONS OF ANY AMENDED AGREEMENT, INCLUDING ANY NEW OR CHANGED TERMS OR CONDITIONS.

1. Terms and Conditions of the Program

Stash offers individuals a means to establish one or more individual accounts (“Individual Account”) including an account established under the Uniform Gifts to Minors Act (“UGMA”) or the Uniform Transfers to Minors Act (“UTMA”) for the benefit of a minor (any such account, a "Stash Custodial Account"), individual taxable accounts for yourself, and Traditional Individual Retirement Accounts or Roth IRAs (any such account, an “IRA”) for yourself, and to make contributions to those accounts through a Funding Account (as defined below)
and/or via other sources or through other means in accordance with the terms of this Advisory Agreement. Effective May 1, 2019, Stash Custodial Accounts only will be available to a Client who has elected to purchase the Tier 3 Platform Tier Service (as described in Section 11 below), unless otherwise determined by Stash in its sole discretion. “Funding Account” means an account established by you, at a financial institution identified by you to Stash, for the purpose of facilitating deposits into the Stash Account (as defined below). If applicable, your Stash-branded demand deposit account, which is provided by Green Dot Bank, Member FDIC, and provided to you pursuant to the terms and conditions of the Green Dot Bank Deposit Account Agreement (your “Stash Debit Account”), is a Funding Account for purposes of this Agreement. For the avoidance of doubt, a Funding Account includes a bank account used to facilitate deposits into the Stash Account via a debit card payment method (a “Third-Party Debit Card”).

The Program is designed to provide an easy way for individuals to regularly invest money and access Stash’s advisory services. Stash interacts with the Client using a technology platform developed and maintained by an affiliate of Stash, Stash Financial, Inc. (doing business as “StashInvest”). Based on the information the Client provides on the Platform, Stash uses the Platform to provide the Client with investment advice in the form of suggested publicly traded securities and/or portfolios of such securities (“Suggested Investments”), including exchange-traded funds (“ETFs”), shares of stock of publicly traded companies (“Single Stocks”), and/or suggested allocations of ETFs and/or Single Stocks. In the event the Client has elected to purchase the Tier 3 Platform Tier Service, market insights reports also will be included as part of the advisory services provided under the Program, as described in Attachment F hereto (“Market Insights Reports”). With respect to the foregoing service, you acknowledge and agree to the additional terms and conditions set forth in Attachment F, which is incorporated by reference herein.

You hereby understand and agree that the Program: (a) is not a complete investment program; (b) does not account for multiple goals; (c) does not consider outside assets, concentration, debt or other accounts you may have with Stash, any of its affiliates or with any third party; (d) has limits on asset allocation models, profiles and underlying instruments; (e) is not suitable for all investors; and (f) relies on the information provided by you, including the accuracy thereof, in providing investment advice, and does not verify the completeness or accuracy of such information.

Where Stash agrees to accept and open an account for the Client, Stash will open such account with the Client pursuant to the terms and conditions of this Advisory Agreement. Stash will aid you, through the Platform, in establishing an account at Apex Clearing Corporation, a New York corporation and registered broker-dealer unaffiliated with Stash (“Apex” or “Custodian”), the clearing broker and qualified custodian for Client accounts. Stash may delay establishing a Stash Account at Apex until such time as the Client authorizes a contribution to fund the Stash Account and/or until such time as Stash receives all required account opening information from you in order to establish the Stash Account. You may receive Stash’s advisory services under this Advisory Agreement pursuant to the Program even before an account at Apex has been established, in which case the advisory services you will receive from Stash will be financial counseling services as described in Attachment A hereto (“Financial Counseling Service”). In addition, you may continue to receive Stash’s advisory services under this Advisory Agreement pursuant to the Program even after your account at Apex has been closed, in which case the advisory services you will receive from Stash will be the Financial Counseling Service. With respect to the Financial Counseling Service, you acknowledge and agree to the additional terms and conditions set forth in Attachment A, which is incorporated by reference herein. Stash may remove or replace the Custodian at any time subject to the terms of the Customer Agreement (as defined below).
With respect to Individual Accounts other than IRAs, your participation in the Program requires that you agree to the Apex customer agreement (the “Non-IRA Customer Agreement”), whereby Apex will act as the clearing broker and qualified custodian for your Stash Account, and Stash Capital LLC (“Stash Capital” or “Broker”), an affiliated broker-dealer of Stash, will act as the introducing broker-dealer. With respect to IRAs, your participation in the Program requires that you establish a relationship with the Custodian and enter into an agreement directly with the Custodian to serve as your IRA custodian and provide you with brokerage services (the “IRA Customer Agreement” and, each of the Non-IRA Customer Agreement and the IRA Customer Agreement, the “Customer Agreement”). With respect to any Individual Account, Stash Capital will introduce all trades and transactions from Stash to the Custodian, and the Custodian will establish and carry an account that holds your securities and cash and records your transactions in the Program (a “Stash Account”).

You acknowledge that neither Stash nor any investment service provider engaged by Stash is responsible for the obligations of the Custodian or any successor custodian and that Stash and the Custodian have separate agreements with you that allocate separate sets of rights and obligations between you and the respective entity. In particular, prospectuses for your Selected Investments (as defined below) through the Program will be emailed to you by the Custodian. The Custodian also will provide you monthly statements and trade confirmations by sending you emails that contain uniform resource locator (URL) links to your confirmation information. These statements and trade confirmations will be available through the Platform.

With respect to any Stash Custodial Account, you acknowledge and agree to the additional terms and conditions set forth in Attachment B, which is incorporated by reference herein. With respect to any IRA, you acknowledge and agree to the additional terms and conditions set forth in Attachment C, which is incorporated by reference herein.

You further acknowledge that the services you receive through participating in the Program are sufficient consideration for you to enter into this Advisory Agreement.

2. Program Advisory Services

Through the Program, Stash offers various publicly traded securities including, primarily but without limitation, Single Stocks, ETFs, ADRs, and/or similarly traded instruments (“Instruments”), which may be selected by Stash, third parties or affiliates, and various asset allocation portfolios and/or combinations of Instruments (the “Portfolios”), which may be developed by Stash, third parties or affiliates (collectively, “Investments”). The Instruments are selected to make available exposure to a broad range of companies, industries, economic sectors, geographic regions, social beliefs, and investment strategies, and the Portfolios are designed to allocate assets among Instruments that represent different asset classes. As of the date of this version of the Agreement, the Program is offering various Instruments selected by Stash and offers various strategic Portfolios designed by Stash both of which are and/or invest in unaffiliated Investments. Stash reserves the right to change, in its sole discretion from time to time and without prior notice to Clients: (i) the Investments available through the Program that it deems appropriate to address the investment objectives, investment time horizons, and risk tolerances of its clients; (ii) the Instruments that comprise each of the Portfolios; and (iii) the relative weightings of the Instruments within each of the Portfolios.

Stash further reserves the right, in its sole discretion from time to time, upon providing prior notice to Clients, to engage any investment service provider from which Stash may obtain any or all Investments, change any such investment service provider and to make additional investment service providers available through the
Program. For the avoidance of doubt, through the Program, Stash offers Portfolios provided by Stash and Instruments selected by Stash, which is the current investment service provider, but does not currently offer affiliated Investments or other affiliated investment products. In the future, Stash may offer affiliated Investments and other affiliated investment products through the Program.

The Program will use the Platform to recommend Suggested Investments for you based on certain Client Information (as defined in Section 23 below) you provide. The Program does not consider the entire range of information provided through the Platform for purposes of recommending Suggested Investments. You should understand that the Platform currently relies solely on the questions relating to investment time horizon and risk tolerance in recommending Suggested Investments, and that these factors are not weighted equally. You agree to access and review through the Platform information identifying and describing the Suggested Investments at least annually.

You acknowledge that, based on the Client Information you provide, investment factors deemed appropriate by Stash, and the investment advisory methodology used in developing the Platform, the Suggested Investment(s) comprise(s) the investment advice that Stash recommends for you. However, you agree that there is no guarantee, representation, warranty, or covenant that the Suggested Investment(s) will perform better over any time period than any other Portfolio, Instrument, and/or investment or combination thereof made available through the Program or otherwise available in the market.

You are not bound by the recommendation generated by the Platform and may, at the time when you receive such recommendation, select the Portfolios and/or Instruments available through the Program in lieu of or in addition to the Suggested Investment(s) available through the Program. You may cause the Platform to generate different Suggested Investments at any time by revising your Client Information. Any Portfolio and/or Instrument you ultimately select, taking into account any self-imposed investment restrictions you place on your portfolio subject to the terms and conditions of this Advisory Agreement, are referred to as the “Selected Investments.” You may impose reasonable investment restrictions on the management of your Stash Account by means of your own investment discretion. Clients should be aware that the performance of a Stash Account with self-imposed investment restrictions may differ from and/or be lower than the performance of Stash Accounts without such self-imposed restrictions.

You may change your Selected Investments at any time. You acknowledge and agree that you are solely responsible for the decision to invest in your Selected Investments. Any Instrument credited to, or order to buy an Instrument in, your Stash Account in connection with Stash’s affiliate’s Stock-Back™ Rewards program, or any other similar rewards or promotional program(s) offered by Stash and/or its affiliates, is a Selected Investment, pursuant to and in accordance with the then-effective terms and conditions of any such rewards programs, for purposes of this Agreement. Furthermore, an affiliate of Stash may receive revenue from an unaffiliated third party in connection with certain transactions that qualify for rewards under such rewards programs. This economic benefit creates a conflict of interest for Stash in performing its services pursuant to this Advisory Agreement. Stash will not be precluded by such conflict from exercising its judgment in your best interest.

Stash shall not have authority or discretion to designate the Selected Investment(s) for implementation in your Stash Account. You further acknowledge and agree that it is your responsibility to review and carefully consider the information available on the Platform about each of the Suggested Investments before choosing
any Selected Investment. Stash’s Investments, Suggested Investments and Selected Investments shall not constitute legal or tax advice, analysis or opinion.

If you choose a Selected Investment other than a Suggested Investment, you acknowledge and agree, without limiting any other provision of this Advisory Agreement, that:

- You assume the risk that your Selected Investment(s) may perform worse for you over any time period than a Suggested Investment or any other investment;
- Your Selected Investment(s) may not be suitable based on your risk tolerance, investment time horizon, or your investment objectives, financial condition, or other facts or circumstances that apply to you;
- Neither Stash nor its affiliates shall be liable for any losses or other damages resulting from your choice of a Selected Investment;
- The Program is designed for long-term investing in diversified holdings; and
- The Program has been designed to pursue specific investment objectives, including diversification. Choosing Selected Investments that are different from Suggested Investments will change the investment characteristics of the holdings of your Stash Account in a way that deviates from the investment advice provided and may adversely impact performance.

While the Program may include investment advice that guides you to trade your holdings such that over time such holdings maintain close replication of a particular allocation, you agree that there is no guarantee, representation, warranty, or covenant that the holdings in your Stash Account will match any particular allocation. You acknowledge that various factors (including the timing and frequency of deposits and withdrawals, market volatility and disruptions, fractional share allocation and trading procedures, the timing and frequency of your choice of or changes to holdings in your Stash Account, access interruptions, and hardware or software failures) can impact the extent to which holdings in your Stash Account will replicate any particular allocation at any particular point in time. You further understand and agree that any strategic investment advice offered through the Program is based on a long-term view of the market. Accordingly, the Program does not provide tactical advice and you should not expect to see tactical changes to any investment advice in response to market volatility or other economic events.

Notwithstanding anything to the contrary in any documentation associated with the Program and your Stash Account, you agree that Stash provides non-discretionary investment advice and shall be under no duty to, and makes no guarantee that it will, rebalance the assets in your Stash Account or purchase or sell any Instrument at any particular time or in any particular amount.

You acknowledge, understand and agree that:

- Stash does not provide investment advice in a manner other than the investment advice described in this Section 2 and, if applicable, Attachment A and/or Attachment F;
- Stash will provide investment advice and deliver the advisory services solely through the Platform and via email;
- Under the Program, you will not receive investment advice in person, over the phone, in live chat, or in any other manner other than through the Platform and via e-mail; and
- You will not be entitled or able to transact in or hold securities in your Stash Account other than the Instruments that are offered through the Program.
In providing its services, Stash or any of its affiliates may, subject to applicable laws and regulations, engage unaffiliated vendors or other contractors to aid it in fulfilling its duties under this Advisory Agreement or to provide ancillary enhancements or features of the services contemplated herein. Additionally, in performing its obligations under this Advisory Agreement, Stash may, at its own discretion, delegate any or all of its discretionary investment, advisory, and other rights, powers, and functions hereunder to any of its affiliates or to any third parties, without your written consent, provided that Stash shall always remain liable to you for its obligations hereunder.

3. Trading Authority and Your Instructions

Generally, the Client will direct and be responsible for the direction of investments through the Platform by: (i) carefully reviewing the information about investing and the Suggested Investments available on the Platform; (ii) carefully considering the Suggested Investment(s) that Stash generates for you through the Platform; (iii) choosing your Selected Investment(s); and (iv) deciding whether to exclude a Suggested Investment from your Selected Investment(s). Moreover, it is the Client's responsibility to conduct and monitor the inflows and outflows to and from the Stash Account by using the Platform to initiate deposits to and withdrawals from the Client's Stash Account. However, Stash shall have discretion over assets in your Stash Account to the limited extent that Stash shall have the following authority in connection with its provision of advisory services under this Advisory Agreement:

- to determine and modify from time to time which Investments are offered through the Program and which Instruments comprise each of the Portfolios, including your Suggested Investment(s) and Selected Investment(s);
- to determine when, how often, and in what amounts to invest or reinvest dividends in your Stash Account;
- to determine when, how often, and in what amounts to have uninvested cash in your Stash Account held through the Custodian's bank sweep program;
- to determine and modify from time to time procedures used in trading and allocating fractional shares in the Program;
- to determine the timing of purchases in relation to deposits;
- to determine the timing of sales and withdrawals in relation to requests for withdrawals or transfers;
- to determine the action taken in response to a corporate action related to Instruments held in your Stash Account provided that no proxy is required to do so and the action taken by Stash is deemed to be in your best interest; and
- to place an order to buy a security necessary to process any reward granted to you pursuant to and in accordance with the then-effective terms and conditions of the Stock-Back™ Rewards program or any other similar rewards or promotional program(s) offered by Stash and/or its affiliates.

Note that the provision of a Stash Debit Account to a Client creates certain conflicts of interest for Stash in that an affiliate of Stash may receive revenue from an unaffiliated third party as a result of certain transactions made with the debit card issued in connection with your Stash Debit Account (your “Stash Debit Card”). Rewards earned through the Stock-Back™ Rewards program as a result of qualifying purchases made on a Stash Debit Card are credited to your Stash Account. The Stock-Back™ Rewards program is not sponsored or endorsed by Green Dot Bank, Green Dot Corporation, Visa U.S.A., or any of their respective affiliates, and none of the foregoing has any responsibility to fulfill any rewards earned through such program.
The Instruments purchased or sold at your direction and/or held in your Stash Account may be either whole shares or fractional shares, depending upon the cost of the shares and the dollar amount contributed to your Stash Account. To the extent that fractional shares of any Instruments are allocated to any Stash Account on behalf of any Client, Stash divides a whole share and allocates any excess fractional shares to Stash’s fractional facilitation account. Stash in turn accumulates these fractional shares. In accordance with Stash's policies pertaining to the management of such accounts and positions, Stash will manage the fractional facilitation account through trades in whole share quantities. You understand and agree that fractional shares are typically unmarketable and illiquid if held outside of your Stash Account(s) and, as a result, fractional shares generally may not be transferable to another brokerage account. In the event of a liquidation or transfer of the assets in your Stash Account(s) to another account, you hereby authorize Stash to instruct the Broker and/or Custodian to sell fractional shares as necessary and transfer the cash to any subsequent custodian.

You agree and acknowledge that the minimum balance for opening a Stash Account in the Program is $5 for Individual Accounts ("Minimum Opening Balance"). Stash reserves the right to waive such Minimum Opening Balance requirement in its sole discretion. Furthermore, you agree and acknowledge that the minimum balance for maintaining a Stash Account in the Program is $1 for Individual Accounts other than IRAs and $2 for IRAs (the “Minimum Balance”). Stash will review Stash Accounts in the Program periodically to identify any Stash Accounts with a balance below the Minimum Balance. If the balance for your Stash Account falls below the Minimum Balance, Stash reserves the right to terminate this Advisory Agreement and/or your Stash Account. Stash reserves the right to waive such Minimum Balance requirement in its sole discretion.

You may continue to receive Stash’s advisory services under this Advisory Agreement pursuant to the Program even after a Stash Account has been closed. For example, Stash and/or the Custodian may elect to close unfunded or underfunded Stash Accounts, but Stash may continue to permit those account holders to access the Program (without the power to effect brokerage transactions). Such Clients receive our Financial Counseling Services and are considered accounts under advisement by Stash.

4. Brokerage and Custody

As noted above, your participation in the Program requires that you enter into the Customer Agreement. Your receipt of brokerage services pursuant to the Program requires that you establish a Stash Account. The Customer Agreement pertains to the brokerage services provided by Stash Capital and Apex to effect brokerage transactions in your Stash Account. Under the Customer Agreement, and subject to its terms and conditions, Stash Capital together with Apex are generally responsible for: (i) maintaining and recording transactions in cash and securities (including fractional shares) in your Stash Account; (ii) sending orders placed by Stash for execution, clearance, and settlement; and (iii) providing you with statements, confirmations, other required documentation, and other information about your Stash Account and transactions therein.

By entering into this Advisory Agreement, you authorize and instruct Stash to place, and Stash Capital to execute, orders to buy and sell securities on your behalf and at your direction. You acknowledge and agree that orders for purchases or sales in your Stash Account may be combined with orders for purchases or sales of securities in other accounts under the Program and/or with purchases or sales of securities by Stash into larger orders for aggregate transactions for each applicable security in the Stash Account. You agree that Stash Capital will introduce orders to Apex for clearance and settlement.
Stash may transmit or help facilitate your requests for withdrawals or transfers to the ACH Operator (as defined below) and/or the Custodian. Stash shall have no authority to initiate any withdrawal or otherwise to transfer any securities or money out of your Stash Account other than (i) fee deductions, (ii) in connection with the termination of your Stash Account pursuant to the terms and conditions of this Advisory Agreement, or (iii) in limited circumstances disclosed to the Client such as the use of a Third-Party Debit Card permitted by Stash as a method of withdrawal. Other than in connection with our automated deposit features (as described in Attachment E), in each case if you have chosen to enroll in one or more of such features, Stash shall have no authority to initiate any deposit or otherwise transfer any securities or money into your Stash Account except in limited circumstances disclosed to the Client such as the use of a Third-Party Debit Card permitted by Stash as a Funding Account.

As noted above, Stash Capital, an affiliated broker-dealer of Stash, will act as the introducing broker-dealer, introducing your orders to Apex, and Apex will act as the clearing broker and qualified custodian for your Stash Account. While the Program constitutes a wrap fee program whereby the Client pays a fee for services provided by Stash and the custodial and brokerage services provided by the Custodian and the Broker under the Customer Agreement (as described in Section 11 below), the use of Stash Capital as an introducing broker-dealer creates certain conflicts of interest for Stash in that Stash Capital may receive additional revenue in connection with the Stash Accounts.

For example, Stash Capital (i) may receive all or a portion of the ancillary expenses listed in Attachment D hereto that are paid by the Client; (ii) may share in interest earned on uninvested cash in your Stash Account held through the money market or bank sweep programs offered through the Custodian, (iii) may share in revenue earned on premiums paid on borrowed Investments in connection with the Custodian’s optional fully paid for securities lending program, and (iv) may receive certain payments for order flow.

You authorize us to effect “agency cross trades” (that is, trades in which Stash or any person controlling, controlled by, or under common control with us, acts as investment adviser to you, and as broker for you and for the party or parties on the other side of the trade) for your Stash Account(s) to the extent permitted by law and consistent with this Advisory Agreement. You acknowledge that (i) we or our affiliates may receive compensation from the other party to these agency cross trades; (ii) as such, we will have a potentially conflicting division of loyalties and responsibilities regarding the parties to the transaction; and (iii) you can revoke, without penalty, your authorization at any time by written notice to us. You agree that, to the extent permitted by law and consistent with this Advisory Agreement, we may effect “adviser cross trades” involving your Stash Account(s), in which an Investment is sold from one account advised by us or our affiliates and bought for another such advised account through a book-entry transfer. We will effect such adviser cross trades when we believe it is desirable to buy for one client securities another client owns and such trades are in the best interests of all clients involved. We will only effect adviser cross trades in securities for which market quotations are readily available. Adviser cross trades will be done via a book-entry transfer through Stash Capital or Apex, at the independent current market price of the security. Neither we, our affiliates, nor any broker-dealer through which these trades may be effected receives any commissions or other compensation in connection with adviser cross trades, although small administrative or transfer fees may be included in the price of the security bought or sold.

5. Client Rights and Obligations
Subject to Attachment B in the case of a Custodial Account, the Client retains sole ownership of the Stash Account (i.e., the right to withdraw securities or cash, exercise or delegate proxy voting, proceed directly as a security holder against the issuer of any security in the Stash Account, and receive transaction confirmations), and the Client may make deposits and withdrawals at any time, subject to any maintenance requirements of the Custodian. As noted in Section 14, Stash has no right to, and shall not, vote any securities in your Stash Account; voting any securities in your Stash Account is your responsibility.

6. Deposits and Purchases

You agree that you will fund your Stash Account by contributions made through a Funding Account, by using the Platform to direct the transfer of money to your Stash Account(s) in accordance with the terms and conditions of this Advisory Agreement. You agree and acknowledge that, in addition to your Stash Debit Account (if applicable), there may be no more than one other bank account connected to your Stash Account for deposit funding purposes unless otherwise permitted by Stash. You agree that, by initiating or directing a deposit, you authorize the bank or other vendor that Stash engages from time to time to facilitate the use of the Automated Clearing House (“ACH”) payment system for the transfer of money to or from the Custodian (such bank or vendor, the “ACH Operator”) to request that the financial institution that maintains your Funding Account transfer the amount of the deposit to the Custodian for deposit in your Stash Account. You agree and acknowledge that you are responsible for any fees, charges, or expenses imposed by your financial institution that maintains your Funding Account in connection with any deposit or transfer of money to or from your Stash Account. You further agree and acknowledge that, unless otherwise agreed to by Stash and the Custodian, you do not have any right to fund (or direct the funding of) any deposit or transfer of money to or from your Stash Account in any manner other than by an ACH transfer to the Custodian. Stash and the Custodian reserve the right to accept cash funded from other sources as they may mutually agree and to the extent permitted by applicable law and such cash funding methods may be subject to additional terms and conditions, which will be disclosed to you. Ancillary fees associated with cash funded from sources other than ACH transfer to the Custodian are listed in Attachment D, which fees shall be charged to the Client and shall be in addition to the Stash Fee. Stash also reserves the right to accept investments funded from other sources or through other means on a case by case basis.

You further agree that, by initiating, authorizing, or directing a deposit or transfer to your Stash Account, you authorize Stash to place orders with the Broker on your behalf for purchases of the securities that comprise your Selected Investments at the time(s) and in amounts calculated by Stash’s portfolio management system. You agree and acknowledge that any deposit or transfer to your Stash Account, and/or purchases of securities, may not be cancelled by you following the initiation, authorization, and/or direction of such transaction. Orders from all of the Platform’s users are combined and orders that have been approved are released to be executed. All orders are executed through the Broker’s average price account, which allocates all executions to the Client's Stash Account(s) with any residual (due to round ups) being allocated to Stash’s fractional facilitation account. In order to permit sufficient time to ensure that the transfer of assets into your Stash Account has been successfully completed by the financial institution that maintains your bank account, Stash may wait up to five Business Days after the day the Custodian credits the applicable deposit to your Stash Account to generate and place the orders for such purchases. As used herein, "Business Day" means any day on which all banks (or the applicable branch thereof) involved in any transfer of funds are physically open for business during their normal business hours, and specifically excluding any U.S. federal holiday and any day on which any applicable securities exchange is not open during its normal business hours. You hereby acknowledge and agree that, as a result, each deposit or transfer you make generally will not be invested in
your Selected Investment(s) for up to five Business Days and that such uninvested cash will not be subject to financial gains or losses resulting from movement in market prices during that time period. In the event a deposit or transfer of assets into your Stash Account is not successfully completed within seven (7) calendar days of your initiation, Stash may cancel any corresponding order to purchase securities that you had directed in connection with such deposit or transfer.

You may, subject to the terms and conditions of this Advisory Agreement, fund your Stash Account by initiating or directing a deposit in any whole dollar amount of $5 or more through the Platform at any time. In addition to one-time deposits, you may elect through the Platform to make recurring deposits. You may fund your Stash Account with recurring deposits by enrolling in one or more of the Platform’s automated deposit features. The terms and conditions governing your use of our automated deposit features are attached as Attachment E, which incorporated herein by reference. By enrolling in a feature, you acknowledge and agree to the terms and conditions as described in Attachment E. Note that these services may not have all information relevant to your decision to save money. Please consider all relevant information before deciding to enroll in an automated deposit feature. As noted in Attachment E, if you wish to cancel your enrollment in one or more of the automated deposit features in which you are enrolled, you must do so via the Platform. Your enrollment in an automated deposit feature remains in effect until such time you turn such feature off in the Platform or you close your Stash Account and/or this Advisory Agreement is terminated.

You represent and warrant that none of the money you deposit in your Stash Account is derived from, or will be used to promote the conduct of, any crime or other illegal activity. You agree not to deposit (or direct the deposit of) any money in your Stash Account that comes from, or that will be used to promote the conduct of, any crime or other illegal activity. You represent that no individual or entity has an interest in any money you use for deposits or in any money or securities in your Stash Account other than you or any other individual you have disclosed to Stash during account opening (including, but not limited to, a beneficiary in the case of a Custodial Account).

7. Withdrawals

You may withdraw money from an Individual Account other than a UGMA/UTMA Account or IRA by initiating a withdrawal request through the Platform at any time. You may withdraw or rollover (if applicable) money from a UGMA/UTMA Account or IRA by contacting Stash at (800) 205-5164 or by sending an e-mail to support@stash.com at any time. You acknowledge and agree that, notwithstanding anything to the contrary in any agreement governing your participation in the Program, including this Advisory Agreement, you will not be able to request withdrawals, rollovers, or sales, unless and until you connect a bank account to your Stash Account. You agree and acknowledge that, in addition to your Stash Debit Account (if applicable), there may be no more than one other bank account connected to your Stash Account for withdrawal purposes unless otherwise permitted by Stash. For the avoidance of doubt, although you may be permitted to contribute funds to your Stash Account via a Third-Party Debit Card, you will not be able withdraw funds from your Stash Account via such method unless otherwise permitted by Stash. You agree that, by requesting a withdrawal or rollover, you authorize Stash to place an order with the Broker and/or Custodian on your behalf to sell the securities in your Stash Account at the time(s) and in amounts calculated by Stash’s portfolio management system. You agree and acknowledge that any withdrawal, rollover, or transfer from your Stash Account, and/or sales of securities, may not be cancelled following the initiation, authorization, and/or direction of such transaction. Stash will undertake good faith efforts to generate and place the orders for such sales on the Business Day you request a withdrawal or rollover, but you acknowledge and agree that such orders may be
placed at any time within five Business Days after your request. Any withdrawal or rollover request you initiate will be sent to the ACH Operator. You agree that, by requesting a withdrawal or rollover, you authorize the ACH Operator to request that the Custodian transfer the proceeds of the applicable sales in the amount you request (or less if the money remaining in your Stash Account after deducting any Stash Fee (as defined below) or other fee due is less) to your bank account. You acknowledge and agree that the Custodian will not initiate a transfer of money for a withdrawal or rollover until the Business Day after the last applicable sale for such withdrawal has settled and that it may take up to seven to ten Business Days after the Custodian initiates a transfer of money for the proceeds of a withdrawal or rollover to arrive at the destination account.

You further acknowledge and agree that Stash and the Custodian may require additional information from you before effecting any withdrawal or rollover request, and that such requested withdrawal or rollover may be subject to delay or cancellation in the event that you do not timely provide such additional information.

Stash and the Custodian reserve the right to permit cash withdrawals to other sources as they may mutually agree and to the extent permitted by applicable law. Any such cash withdrawal methods may be subject to additional terms and conditions, which will be disclosed to you. Ancillary fees associated with cash withdrawals to sources other than ACH transfer from the Custodian are listed in Attachment D, which fees shall be charged to the Client and shall be in addition to the Stash Fee. You acknowledge that if you are permitted to withdraw, and do withdraw, an amount below the value at which such ancillary fee converts to a variable pricing model, the ancillary fee is charged as a fixed fee that does not vary based on the amount of your withdrawal, and accordingly, the overall withdrawal fee paid may be disproportionately high relative to the amount of your withdrawal. In such case, you further represent and warrant, and have determined, that the ancillary fee is reasonable irrespective of your withdrawal amount.

8. Term and Termination

This Advisory Agreement becomes effective as of the date it is accepted by Stash, as evidenced in accordance with Stash’s procedures and/or practices regarding account opening. The date your Stash Account(s) is opened may or may not be the same effective date of this Advisory Agreement.

You agree that Stash and/or any of its affiliates or contractors may suspend the provision of services to you or delay, limit, restrict, or refuse any transaction for you at any time for any length of time without prior notice to you if Stash believes in good faith that such suspension or delay is necessary or appropriate: (i) to ensure compliance with, or to avoid, violating any law or regulation applicable to Stash or its affiliates or a transaction relating to the Program; (ii) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over Stash or its affiliates or a transaction relating to the Program; (iii) to avoid a loss to Stash or its affiliates (including if your payment of the Stash Fee is 60 days or more overdue, except with respect to charges then under reasonable and good faith dispute); (iv) to remediate or otherwise address problems with technology; (v) due to interruptions in the access to or operation of any technology that Stash or its affiliates directly or indirectly uses in connection with the Program; (vi) to prevent a breach or violation of any term, condition, or other provision of this Advisory Agreement; or (vii) to obtain from you any additional information that Stash in its reasonable discretion deems necessary for advisory services to be provided to you pursuant to this Advisory Agreement. Notwithstanding anything to the contrary in this Agreement, including, without limitation, in Sections 2 and 3, Stash reserves the right, at any time and without notice, to delay or manage the trading of client orders if Stash determines it is appropriate and consistent with its obligations under this Advisory Agreement.
You may terminate this Advisory Agreement, one or more of your Stash Accounts, and/or your Platform Tier Service (if applicable) at any time for any reason by contacting Stash at (800) 205-5164 or by sending an e-mail to support@stash.com. Stash may terminate this Advisory Agreement, one or more of your Stash Account(s), and/or your Platform Tier Service (if applicable) at any time for any reason by sending you a notice of termination by e-mail, by mail or other means of notification via the Platform. Specifically, and not limiting the foregoing sentence, Stash may terminate your Stash Account following a period of 90 consecutive calendar days of an unfunded or underfunded balance.

The termination of this Advisory Agreement, the Platform Tier Service, and/or your Stash Account(s) will occur as follows:

- If either Stash or you terminate this Advisory Agreement, the Customer Agreement applicable to any and all of your Stash Account(s) will be deemed to have been simultaneously terminated and any and all of your Stash Account(s) will be terminated;
- If you have chosen a Platform Tier Service, if either Stash or you terminate such service, this Advisory Agreement will be terminated;
- If either Stash or you close one or more but not all of your Stash Accounts, you will be deemed to have simultaneously terminated the Customer Agreement with respect to any such closed account, but not the others;
- If either Stash or you terminate your Stash Account, the Custodian and/or Broker will, before closing your Stash Account, settle any purchases or sales pending when Stash sends or receives a request to close your Stash Account; and
- If either Stash or you terminate your Stash Account, Stash and/or the Custodian will, before closing your Stash Account, deduct any unpaid fees, including those owed for ancillary services, including paper delivery of documents, transfer of shares, or physical delivery of shares.

If either Stash or you request to close any of your Stash Accounts, you hereby authorize Stash to instruct the Broker and/or Custodian to sell all shares in your Stash Account and any distributions generated by such shares following such request, and to send the cash, less any portion of the Stash Fee or other fees due, to either your address of record or the bank account connected to your Stash Account. Notwithstanding the foregoing, if you explicitly request that shares be transferred to another custodian or broker-dealer, Stash will instruct the Custodian to transfer, in accordance with your instructions and subject to such new custodian or broker-dealer’s policies and procedures with respect to fractional shares, the shares remaining after each of the following are paid for with the proceeds of a sale: (i) any withdrawals pending when the termination notice was received or sent by Stash; (ii) any unpaid Stash Fee or portion thereof due; (iii) the fees charged for processing the in-kind transfer to another custodian or broker-dealer; and (iv) any other fees due. You hereby acknowledge that, subject to the terms of the Customer Agreement, you may be required to provide additional instructions to the Custodian in order to obtain your cash or transfer your shares in the event of the termination of your Stash Account.

Upon cancellation or termination of this Advisory Agreement, we may immediately deactivate your user account (which includes your Stash Account(s)) and all related information and/or files in your user account and/or bar any further access to such information and/or files, our Platform (or part hereof) and/or the Program, except as we may otherwise provide from time to time.
Your death or incapacity shall not terminate the authority of Stash granted herein until Stash receives written termination notice thereof from your executor, guardian, attorney-in-fact or other authorized legal representative.

9. Legal Capacity

If this Advisory Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter into or perform this Advisory Agreement in such a capacity. The Client represents that he or she is 18 years of age or older and no person shall use or attempt to use the Program unless he or she is of such age.

10. Representation

It is understood by the Client that Stash is licensed/registered with all of the appropriate regulatory jurisdictions that Stash believes it has a duty to be licensed/registered. It is understood and acknowledged by the Client that Stash is not engaged in the practice of law or accounting, and as such, will not render any legal, tax, or accounting advice hereunder, nor prepare any legal or accounting documents for the implementation of any of the Client's financial or investment plans.

Nothing in this Advisory Agreement or any other document received from Stash shall be construed as providing any legal, accounting, estate, actuary, or tax advice. The Client agrees to review information available to the Client regarding the securities, as well as 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 Investments, any assets in the Stash Account or any Stash Account transactions and for preparation of any legal, accounting or tax documents. You can access tax documents through the Platform when such documents are ready. You will also be able to download them from the Custodian’s website in the event you do not have access to the Platform.

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 the Client and may result in the 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, tax-exempt and non-U.S. investors. Although not currently offered as an Investment on the Platform, an investment in a non-U.S. security, such as a non-U.S. ETF, may have adverse tax consequences for certain U.S. Clients. For example, a non-U.S. ETF may constitute a “passive foreign investment company” and there is no assurance that Clients would be able to make a “qualified electing fund” election. Non-U.S. Clients may be subject to withholding tax on certain U.S.-source payments received with respect to securities held in their Account. 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 Forms 8621, among other filing and reporting obligations. It is possible that in certain circumstances a 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 Stash based on the Client’s particular circumstances. The Client and Client’s tax advisors are responsible for how
Investments and the transactions in the Client’s Stash Account are reported to the Internal Revenue Service or any other taxing authority. Stash assumes no responsibility to the Client for the tax consequences of any transaction.

11. Fees

For the services provided by Stash under this Advisory Agreement, and the custodial and brokerage services provided by the Custodian and the Broker under the Customer Agreement (if any), you agree to pay a “per-account” or “per-tier” fee in order to establish and maintain one or more Individual Accounts (the “Stash Fee”). For the avoidance of doubt, Financial Counseling Services are services provided by Stash under this Advisory Agreement and under the Program, and, accordingly, the Stash Fee as described herein is due if you are receiving such services.

A. Per-Account Fees

Unless you have elected to receive a Platform Tier Service, the Stash Fee is a “per-account” fee. The Stash Fee applicable to any Stash Account other than an IRA is $1 per month for such account, regardless of the value of the Stash Account. The Stash Fee applicable to any IRA is $2 per month, regardless of the value of the IRA. Any discount in the Stash Fee, as compared to the Stash Fees as calculated on a per-account basis with respect to the individual Stash Accounts included therein, shall be allocated in its entirety to the IRA.

B. Tier Fees

Stash may offer services provided by Stash under this Advisory Agreement, and the custodial and brokerage services provided by the Custodian and the Broker under the Customer Agreement (if any), on a “tiered” basis (a “Platform Tier Service”). If you have elected to receive services through a Platform Tier Service, the Stash Fee is a “per-tier” fee, which services may include one or more Individual Accounts. The amount of the Stash Fee applicable to a Platform Tier Service varies per type, as described below. There are currently three types of Platform Tier Services, referred to herein as Tier 1, Tier 2, and Tier 3, but which may vary by name. Any non-advisory services provided in connection with any of the Platform Tier Services are provided by one or more affiliates of Stash. Unless otherwise agreed by Stash in writing or through separate notice from a Stash affiliate, in cases where such non-advisory services are made available, such engagement does not result in an investment advisory relationship with Stash, and Stash has no corresponding fiduciary duty with respect to such services.

In the case you elect to purchase the Tier 1 Platform Tier Service, such service will include the Program as it relates to one taxable brokerage account. The amount of the Stash Fee charged for the Tier 1 Platform Tier Service is the same as the per-account Stash Fee applicable to an Individual Account other than an IRA, as described in Section A above (i.e., $1 per month).

In the case you elect to purchase the Tier 2 Platform Tier Service, such service will include the Program as it relates to one taxable brokerage account and one IRA. The amount of the Stash Fee charged for the Tier 2 Platform Tier Service is $3 per month. Any discount in the Stash Fee, as compared to the Stash Fees as calculated on a per-account basis with respect to the individual Stash Accounts included therein, shall be allocated in its entirety to the IRA.
In the case you elect to purchase the Tier 3 Platform Tier Service, such service will include Market Insights Reports, as described in Attachment F hereto. Clients who purchase such service, at their option, also will receive the Program as it relates to one taxable brokerage account, one IRA, and two UGMA/UTMA accounts, and the per-account Stash Fee applicable to such Individual Accounts will be waived so long as the Client is paying the fee for such service as described below. The amount of the Stash Fee charged for the Tier 3 Platform Tier Service is $9 per month.

In the event you purchase the Tier 3 Platform Tier Service and desire to open more than two UGMA/UTMA accounts, the Stash Fee applicable to any such additional account is the per-account Stash Fee applicable to an Individual Account other than an IRA, as described in Section A above (i.e., $1 per month). Any discount in the Stash Fee applicable to the Platform Tier Service, as compared to the Stash Fees as calculated on a per-account basis with respect to the individual Stash Accounts included therein, shall be allocated in its entirety to the IRA.

C. Ancillary Fees

The Stash Fee includes most of the investment expenses that are typically paid by investors, such as: account establishment/maintenance expenses, investment advisory fees, and brokerage fees. Expenses that are excluded from the Stash Fee and for which you are independently responsible, if incurred, are listed on Attachment D, which is incorporated by reference herein. The Stash Fee does not include fees charged by each ETF’s managers or other fees and expenses that are reflected in the price of ETF shares. In addition, Stash, Stash Capital and/or the Custodian may charge fees in addition to the Stash Fee for ancillary services as disclosed in Attachment D to this Advisory Agreement. In particular, and notwithstanding anything to the contrary in this Advisory Agreement, you agree that, pursuant to the Customer Agreement, if you request the preparation and delivery of paper documents that Stash, the Broker, and/or the Custodian normally provides in electronic form or that Stash, the Broker, and/or the Custodian is not required to provide in paper form, Stash, the Broker, and/or the Custodian charge additional fees for the preparation and delivery of such paper documents. From time to time, in their sole discretion, Stash, the Broker, and/or the Custodian may adjust the amounts or types of fees they charge for ancillary services. Fees for ancillary services will be deducted from one of either your Stash Account or your Funding Account in the same manner as you are charged for the Stash Fee. You may obtain the current schedule of such fees and services through the Website or by contacting Stash at (800) 205-5164 or by sending an e-mail to support@stash.com. As described in Section 4 above, Stash Capital shares in certain fees paid by the Client to the Custodian or otherwise (including, without limitation, additional fees for the preparation and delivery of paper documents, account transfers and other services) and shares in certain revenue paid to Apex through money market or bank sweep programs and/or fully paid for securities lending programs, which create a conflict of interest for Stash in performing its services pursuant to this Advisory Agreement. Furthermore, certain of Stash’s affiliates earn revenue from third parties in connection with and resulting from non-advisory services provided to you through such affiliates, which creates a conflict of interest for Stash in performing its services pursuant to this Advisory Agreement. In particular, a Stash affiliate shares in certain fees paid or generated by Client in connection with the provision of the Stash Debit Card to Client. Stash will not be precluded by any such conflict from exercising its judgment in your best interest.

D. Other Terms and Conditions of Stash Fees
Unless otherwise agreed between the parties hereto, the Stash Fee is payable monthly in advance and will be billed during the monthly period for which the services are performed. The monthly billing period is each calendar month. The Stash Fee is determined as described in Sections A and B above. In the event of the closure of your Individual Account and/or Platform Tier Service (as applicable) and termination of this Advisory Agreement, Stash shall refund any and all pre-paid fees in excess of $0.50, which is retained to cover administrative costs related to closing the account(s) including, but not limited to, data entry on the part of employees of Stash. Unearned pre-paid fees will be calculated and refunded based upon the number of days remaining in the applicable billing month (e.g., the number of days remaining in the calendar month in which the Stash Account is closed or Platform Tier Service is cancelled) and any whole months that were prepaid. The number of days in each billing period in respect of which payment is being made is calculated on the basis of a year of 360 days with 12 30-day months.

Stash reserves the right to discount or waive any fees associated with the Program in its sole discretion.

The Stash Fees vary as Stash’s services themselves vary. This will result in one client paying different fees (as applicable) than another client for similar services. In addition, lower fees for comparable services described may be available from other sources.

The Stash Fee shall be deducted from one of either your Stash Account or your Funding Account, as described below, or paid by certain debit and/or credit cards if permitted by Stash in its sole discretion. Stash generally deducts the Stash Fee from either the free cash balance in your Stash Account or from your Funding Account; however, Stash may, as necessary and in its sole discretion, sell securities in your Stash Account to generate free cash in order to deduct the Stash Fee. In the event a Stash Account balance falls below the Minimum Balance, Stash may in its sole discretion deduct the entirety of the balance of the Stash Account (whether such balance is in cash or securities) when such balance is less than the Stash Fee in lieu of collecting the Stash Fee otherwise due.

You authorize and direct Stash and Stash Capital to deduct the Stash Fee directly from your Funding Account and/or to instruct the Custodian to sell, as necessary, securities in your Stash Account and to transfer money out of your Stash Account to pay Stash the Stash Fee and, if any, other fees due under or as described in this Advisory Agreement. You agree and acknowledge that such fee deduction may trigger rebalancing of your Stash Account, in accordance with Stash’s rebalancing procedures and portfolio management system, including as described in this Advisory Agreement. Fees deducted from your Stash Account will be reflected in the account statements provided to you by the Custodian.

You agree and acknowledge that you are responsible for paying any and all fees, including, without limitation, the Stash Fee, that you owe pursuant to this Advisory Agreement. You are responsible for maintaining complete and accurate billing and contact information with Stash. You acknowledge that such fees may change from time to time and will be available on the Website and in the Brochure (as defined below). In the event of a change in fees, Stash will provide you notice electronically on the Website. You agree to check the Website from time to time for updates to the Stash Fees applicable to you.

You acknowledge that Stash designed the Program with frequent investing in mind and that the fee structure might not be economical or appropriate for individuals looking to make few or infrequent small-dollar investments. You acknowledge that the Stash Fee may exceed the aggregate costs of purchasing separately.
the products and individual services that comprise the advisory services and the brokerage services offered through the Program.

You acknowledge that if your Stash Account(s) has or have a value equal to or less than the applicable value at which the Stash Fee converts to a variable monthly pricing model, the Stash Fee is charged as a fixed fee that does not vary based on the size of your Stash Account(s) and accordingly, the overall Stash Fee paid may be disproportionately high relative to the value of your Stash Account(s). You further represent and warrant, and have determined, that the Stash Fee is reasonable irrespective of whether your Stash Account has a value greater or less than the applicable conversion threshold.

Unless otherwise stated, the Stash Fee does not include any direct or indirect local, state, federal, or foreign taxes, levies, duties or similar government assessments of any nature, including value-added, use, or withholding taxes (collectively, “Taxes”). You are responsible for paying all Taxes associated with your participation in the Program, excluding taxes based on Stash’s net income or property. If Stash and/or the Custodian has the legal obligation to pay or collect Taxes for which you are responsible under this section, the appropriate amount shall be invoiced to and paid by you, unless you provide Stash and/or the Custodian with a valid tax exemption certificate authorized by the appropriate taxing authority. When you withdraw money from your Stash Account, the Custodian may reduce the amount of the distribution by the amount of any tax mandatory withholding as required by applicable law. In addition, you have the ability to request that Stash withhold state and/or federal taxes from any withdrawal you make from your Stash Account by sending an e-mail to tradingops@stash.com, and Stash will communicate such request to the Custodian. Notwithstanding the foregoing, Stash will not be responsible for the accuracy or timeliness of any such withholding effected or remitted by the Custodian, and will not be liable to withhold any penalties incurred by you in connection with your obligation to pay Taxes associated with your participation in the Program. As more fully described in Section 10, you acknowledge and agree that Stash does not provide tax advice.

12. Non-Exclusive Management

It is understood that Stash performs investment advisory services for other clients. The Client agrees that Stash may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Client's Individual Account. Stash, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as Stash recommends for the Client's Individual Account.

13. Notices and Communication

Communications will be sent to the Client at the e-mail and/or physical address provided by the Client at the time the Client opens the Individual Account, or to another e-mail and/or physical address as may be provided to Stash in writing in the future. All communications sent to the Client at the given e-mail and/or physical address, whether by mail, facsimile, messenger, electronically, or otherwise, will be treated as if they were given to the Client personally, whether or not the Client receives them.

14. Proxies and Legal Proceedings

Stash will not vote proxies on behalf of the Client's Stash Account. Additionally, Stash will not be required to take any action or render any advice with respect to voting of proxies solicited by or with respect to the issuers
of securities in which assets of the Stash Account may be invested from time to time. Further, Stash will not take any action or render any advice, or otherwise be responsible, with respect to any securities held in or formerly held in the Stash Account, which are named in or subject to legal proceedings, including bankruptcies or class action lawsuits.

15. **Investment Risks and Risk Acknowledgment**

There are significant risks associated with any investment program, including Stash’s Program.

You understand and agree that neither Stash nor any of its affiliates has made, and is not making, any warranty or guarantee as to the performance or profitability of your Stash Account and/or any of the Investments therein. Investment performance of any kind can never be predicted or guaranteed and Stash does not guarantee that you will avoid financial loss.

Stash does not make any guarantee that the investment objectives, expectations or targets described on the Platform will be achieved, including without limitation any risk control, risk management, or return objectives, expectations, or targets. Neither Stash nor any of its affiliates guarantees the success of any given investment decision or strategy that Stash may recommend or undertake, or the success of the overall management of the Stash Account through the Program.

The following risks are not inclusive and should be carefully considered by you. You acknowledge, understand and agree that:

- Investing in securities involves risk of loss, potentially significant, that you should understand and be prepared to bear.
- Stash does not guarantee any level of performance of any investments in your Stash Account(s) or that you will avoid financial loss. The value of your Stash Account(s) and the securities held in such account(s) will fluctuate due to a variety of reasons, including but not limited to market conditions, market sentiment, legislative or regulatory changes, inflation, interest rates, and other factors. The Stash Account(s) may suffer loss of principal, and income, if any, may fluctuate.
- ETF performance may not exactly match the performance of the index or benchmark the ETF is designed to track for a variety of reasons, including ETF expenses and costs not incurred by the relevant index or benchmark, the availability of certain securities comprising the relevant index or benchmark, and supply and demand of the ETF and/or securities held by the ETF.
- Past performance of any security or benchmark does not guarantee or indicate future results.
- Back tested performance of any Suggested Investment, Selected Investment, or other Investment are hypothetical and do not reflect actual investment results. Any hypothetical back tested returns associated with any Investment are based on assumptions and do not reflect actual results of any Stash Account. Such performance results, if any, were derived from the retroactive application of a model developed with the benefit of hindsight and not with real money at stake. No representation is being made that your Stash Account will or is likely to achieve results similar to any hypothetical results shown. Actual results may differ significantly from any hypothetical returns presented.
- Projected returns are hypothetical, do not reflect actual investment results, and are not guarantees of future results. Such projected performance is subject to a number of limitations and assumptions designed to determine the probability or likelihood of a particular investment outcome based on a range of possible outcomes. Performance of any Suggested Investment, Selected Investment, other
Investment or your Stash Account may differ materially from investment gains and avoidance of investment losses projected, described, or otherwise referenced in forward-looking statements, and the projected returns associated with any Investment may not materialize.

- By participating in the Program you may lose opportunities to make other investments and to realize gains from such other investments.
- Investments in your Stash Account are not guaranteed by the Federal Deposit Insurance Corporation ("FDIC"), any bank, or any government, except that uninvested cash held through the Custodian’s bank sweep program is insured by the FDIC, subject to the FDIC coverage limit of $250,000 per depositor in each insurable capacity (e.g., individual or joint) at the relevant bank. If you have other deposits at the relevant bank, such deposits may be aggregated with the cash held in the bank sweep program for purposes of determining FDIC deposit insurance coverage. Please review the terms and conditions of the Custodian’s bank sweep program (which are provided you to https://cdn.stash.com/disclosures/Apex-FDIC-Sweep-Program-Terms-and-Conditions.pdf and available on our Website, and which are incorporated by reference herein) for more information on the sweep program, including FDIC deposit insurance coverage.
- The services provided under this Advisory Agreement, including any Suggested Investment, are highly reliant on the Client Information, including the accuracy thereof, you provide through the Platform. If you provide inaccurate or incomplete information, or information you provided becomes inaccurate or incomplete, this could materially impact the quality and applicability of the advice you receive through the Program. Further, you understand that the Platform currently focuses exclusively on your investment time horizon and risk tolerance in recommending any Suggested Investment. There are many other components of Client Information that are not currently considered by the Program or the Platform in making recommendations. If you believe that there is additional information relating to your investment objectives and financial circumstances that should be considered to inform the investment advice and recommendations the Program provides, this may not be the appropriate program for you.
- The services provided under this Advisory Agreement, including any Suggested Investment, are highly reliant on the accurate performance of the algorithms underlying the Platform and the portfolio management system and the technology that generates such algorithms, among other things. A malfunction or failure in either an algorithm or the underlying technology could cause you to receive a Suggested Investment that is not suitable based on your risk tolerance and investment time horizon, and to experience losses, some or all of which could be significant. A malfunction, computer equipment failure, loss of internet access, viruses or other events may impair access to the services provided under this Advisory Agreement.
- The algorithm underlying the Platform’s recommendations rely on a number of assumptions based upon a limited amount of Client Information provided through the Platform and a number of other variables. Any one or all of these assumptions, whether or not supported by past experience, could prove over time to be incorrect, which could result in significant losses. There is no guarantee that the algorithm or Stash’s recommendations will necessarily produce the intended results, and they may prove incorrect and/or cause you to not achieve your investment objectives.
- The recommendations we provide and other information that appears on the Platform may be time sensitive, especially during times of significant market volatility and when there are time limits on the availability of a particular investment product. Thus, our recommendations and other information on the Platform may be subject to different interpretations as market conditions and other factors change.
- Data provided by Stash may not be free from error or inaccuracies.
- We rely on third parties – often to a material extent – for the provision of the Investments, market statistics, Suggested Investment details, performance, and related information. Although we believe
these third party service providers are generally reliable, there could be errors that are beyond our control in the information and/or services they provide and such errors could compromise the quality of our recommendations and otherwise compromise our ability to perform under this Advisory Agreement. Further, some or all of these agreements may allow the third party service provider to terminate the agreement for any reason or no reason at all with no advance notice to us. In such instances, our ability to perform under this Advisory Agreement could be materially compromised.

- Failures, delays, and/or interruptions in the timely or proper execution of trades and trading instructions may occur for any reason, including but not limited to the following: any kind of interruption of the services provided by the Broker or the Custodian, the inability to communicate with the Broker or Custodian, hardware or software malfunction, failure or unavailability, or force majeure.
- Volatility and liquidity conditions for a security may prevent you from selling such security at all or at a favorable time or price and/or you may be forced to sell at a significant discount to market value. In addition, ETFs may be adversely affected by volatility and liquidity conditions as they manage their holdings.
- The securities held in your Stash Account generally are valued based on reasonably available exchanged-traded security data, but we may receive or use inaccurate data that could adversely affect valuations, among other things.

16. Limitation of Liability and Indemnification

To the fullest extent allowed by applicable law, you agree and understand that Stash and its affiliates and the officers, directors, employees, representatives, successors, assigns, and authorized agents of Stash and/or its affiliates (collectively, the “Indemnified Persons”) will not be liable for (i) any loss arising from any action taken or omitted in good faith by Stash with the degree of care, skill, prudence and diligence that a person acting in a fiduciary capacity would use under the circumstances; (ii) any loss arising from adhering to your written or oral instructions; (iii) any act or failure to act by the Custodian of any assets in the Stash Account or any third party, including the ACH Operator and other vendors and contractors; (iv) any loss arising from any services provided to Client prior to the execution of this Agreement by any person or entity who at the time of the provision of such services was not an Indemnified Person; (v) 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 Stash’s reasonable control, including 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 Stash’s instructions; or (vi) any loss that Client may suffer for any reason whatsoever that is outside the Stash Account(s) or the relationship between the parties. Except where prohibited by applicable law, Stash and its Indemnified Persons will not be liable for any losses incurred or damages (including but not limited to lost opportunities and lost profits) relating to differences between projected or potential performance and actual results or any service provided by the Custodian under the Customer Agreement.

Without limiting any other indemnity provision of this Advisory Agreement, you shall, to the fullest extent allowed by applicable law, indemnify and hold harmless Stash and its Indemnified Persons from any and all obligations, claims, judgments, losses, damages, liabilities, costs, fees and expenses, including reasonable attorneys’ fees, arising out of or relating to: (i) any breach of this Agreement by Client, including your failure to provide true, accurate, complete, and current information (including Client Information) or to update Client
Information or any misrepresentation or omission made by Client in this Agreement; (ii) any use of or access to the Platform and the advisory services provided hereunder, (iii) any direction, instruction or communication you provide with respect to this Advisory Agreement, your Stash Account (including deposits, withdrawals, or transfers of assets to or from such account) or the assets in your Stash Account or (iv) any claim brought against any Indemnified Person relating to services provided to Client prior to the execution of this Agreement by any person who at the time of the provision of such services was not an Indemnified Person. This indemnification shall survive the termination of this Agreement, the Client’s use of the Platform and the Stash Account(s).

Without limiting the generality of the foregoing, except where prohibited by applicable law, Stash and its Indemnified Persons will not be liable for any indirect, special, incidental, non-compensatory, punitive or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable).

If the assets with respect to which Stash is providing advice under this Agreement are only a portion of Client’s total assets, Stash shall not be responsible for (a) any of Client’s assets that Stash is not managing under this Agreement; or (b) diversifying all of Client’s assets. In addition, Stash shall have no liability for Client's failure to promptly inform Stash of changes in Client’s financial and/or economic situation, Client’s investment objectives, or any restrictions Client wishes to impose that may affect the management of the assets in the Stash Account(s).

You acknowledge that it is your responsibility to provide correct payment instructions for your Funding Account to Stash, the Custodian and the ACH Operator when requested in connection with setting up your Stash Account(s). You agree to be bound by the National Automated Clearing House Association ("NACHA") operating rules and any applicable local ACH operating rules. You acknowledge that mismatched, incorrect, or incomplete identifying information regarding your Funding Account or in payment instructions to make a deposit may result in an ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to you. You agree that Stash may request and the ACH Operator or Custodian may make ACH transfers for withdrawals from your Stash Account(s) solely by reference to the account number of the recipient. None of Stash, its affiliates, the Custodian, or the ACH Operator shall be obligated by any provision of this Advisory Agreement or any other agreements governing your participation in the Program to determine whether there is a discrepancy relating to names or account numbers in transfers between your Stash Account and your Funding Account. You agree to indemnify and hold Stash, the Custodian, and the other Indemnified Persons harmless from any and all damages resulting from or relating to any mismatched, incorrect, or incomplete identifying information regarding your Funding Account or in payment instructions for an ACH transfer to make deposits or withdrawals with respect to your Stash Account or Funding Account. You agree that processing of ACH transfers for deposits or withdrawals may be delayed for five Business Days or longer. If you believe a transfer has not been properly credited to you, you agree to notify Stash promptly. You agree that money transferred via an ACH transfer may not be reflected in a deposit credited to your Stash Account during periods of ACH processing delays. You agree that, notwithstanding anything to the contrary in this Agreement or the Customer Agreement, neither Stash nor any of its Indemnified Persons, nor the Custodian, shall be liable for ACH transfer processing delays, any act or omission of, including without limitation any overdraft or other fee charged by any financial institution, or for any act or omission of any service provider or vendor of any such financial institution. Any credit resulting from an ACH transfer associated with a deposit is provisional until the Custodian receives payment. Without limiting any other rights of Stash or the Custodian to delay a withdrawal or deny a request for a withdrawal, Stash and the Custodian
reserve the right to delay or prevent a withdrawal of the proceeds of any deposit pending verification of final payment. If the Custodian does not receive final payment, or if your Stash Account has been credited by mistake, you authorize Stash to instruct the Custodian to reverse the credit to your Stash Account or will otherwise reimburse the Custodian and/or Stash, as applicable, if assets in your Stash Account are not sufficient, for such final payment or the amount of such erroneous credit, as applicable. If a payment funding a deposit to your Stash Account does not become final, the originator (which is you in the case of a deposit originating in your Funding Account and the holder of money) will not be deemed to have paid you in your Stash Account.

The federal and state securities laws impose liability under certain circumstances on persons who act in good faith. Consequently, nothing in this Advisory Agreement shall waive or limit any rights that you may have under federal or state securities laws.

If Stash or any of its affiliates is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name you as debtor or otherwise, Stash or such affiliate shall be entitled to rely upon the representations, warranties, and statements made in such legal process. You hereby agree that Stash or any affiliate may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to the Custodian or such other party as may be appropriate. You hereby agree to hold harmless and indemnify Stash and its affiliates for any losses, expenses, and costs, including attorneys’ fees, incurred as a result of responding to such legal process or forwarding such legal process to the appropriate entity.

If Stash or any affiliate receives written notice from a personal representative, executor or administrator purporting to represent your estate, Stash or such affiliate shall be entitled to rely on all figures supplied and representations made in such written notice if Stash or such affiliate is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

17. Entire Agreement, Amendments, and Notice

You acknowledge and agree that this Advisory Agreement, as it may be amended from time to time in accordance with its terms, constitutes the entire and final understanding with respect to the subject matter of the Advisory Agreement. You acknowledge and agree that this Advisory Agreement, and the terms and conditions contained herein, supersedes any prior Advisory Agreement or similar contracts you entered into with Stash.

Pursuant to the ESIGN Agreement you executed concurrently with this Advisory Agreement, you acknowledge that the usual way Stash will provide you notice under this Advisory Agreement, including notices of new versions of this Advisory Agreement when modified pursuant to the terms and agreements hereof, is by posting such notices on the Website. You agree to check the Website frequently. If required by applicable law or if it decides in its sole discretion, Stash will provide you with notices by other means, including e-mails linking to the Website, other e-mails, text messages, and traditional mail.

Nothing in this Advisory Agreement shall be deemed waived or amended without the prior express written consent of Stash executed by a duly authorized representative of Stash. Stash may amend this Advisory Agreement from time to time by adding, revising, or deleting any terms or conditions, upon notice to you. Although Stash may e-mail you about changes to this Advisory Agreement, the usual way for Stash to notify
you of amendments is to post notice on the Website, which will be available, subject to Stash’s Terms of Use, for you to access, download, review, print, and retain.

You agree to check the Website for new versions of this Advisory Agreement. You agree that, by keeping your Stash Account or using the services provided in the Program without objecting after Stash posts a new version of the Advisory Agreement, you will agree to and accept all terms and conditions of this Advisory Agreement as so amended.

Any amendment or modification to this Advisory Agreement will be effective on the date determined in accordance with the terms and conditions discussed herein.

18. Governing Law

Except to the extent that it is preempted by federal law, the law of the State of New York (without regard for conflicts of law principles) will govern the construction, validity, and administration of this Advisory Agreement. However, nothing in this Advisory Agreement will be construed contrary to the Investment Advisers Act of 1940, as amended (the “Advisers Act”).

19. Assignment of Agreement

You may not assign your rights or obligations under this Advisory Agreement without the prior express written consent of Stash. Stash shall not assign (within the meaning of the Advisers Act) its rights or obligations under this Advisory Agreement without your consent, provided however that you will be deemed to have consented to an assignment if you do not object to such assignment within 30 calendar days of being notified through the Platform or by e-mail of any intent of Stash to assign such rights or obligations. You further agree that any reorganization, restructuring, or other transaction affecting the ownership of Stash will not be deemed to be an assignment (within the meaning of the Advisers Act) of this Advisory Agreement, so long as such reorganization, restructuring, or transaction does not result in a change of actual control or management.

20. Arbitration Agreement

ALL PARTIES TO THIS ADVISORY AGREEMENT AGREE THAT UPON THE ELECTION OF ANY OF THEM, ANY DISPUTE RELATING IN ANY WAY TO THIS AGREEMENT, YOUR ACCOUNT(S), OR TRANSACTIONS WILL BE RESOLVED BY BINDING ARBITRATION AS DISCUSSED BELOW, AND NOT THROUGH LITIGATION IN ANY COURT. THIS ARBITRATION AGREEMENT IS ENTERED INTO PURSUANT TO THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16:

- ALL PARTIES TO THIS ADVISORY AGREEMENT ARE GIVING UP THE RIGHT TO SUING EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED;
- ALL PARTIES TO THIS ADVISORY AGREEMENT WAIVE ANY ABILITY TO PARTICIPATE IN A CLASS OR REPRESENTATIVE BASIS IN COURT OR IN ARBITRATION. ALL DISPUTES MUST BE RESOLVED BY BINDING ARBITRATION, ON AN INDIVIDUAL BASIS, WHEN EITHER YOU OR WE REQUEST IT;
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY’S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED;
THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;

THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD EXCEPT IN VERY LIMITED CIRCUMSTANCES;

THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY;

THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION; AND

THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS ADVISORY AGREEMENT.

THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS ADVISORY AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN STASH AND THE CLIENT OR THEIR REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS ADVISORY AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM, (b) THE RELATIONSHIP OF THE PARTIES HERETO, (c) ANY CONTROVERSY ARISING OUT OF STASH'S BUSINESS OR THE CLIENT'S INDIVIDUAL ACCOUNT OR STASH ACCOUNT (COLLECTIVELY, "CLAIMS"), OR (d) ANY TRANSACTIONS IN YOUR STASH ACCOUNT SHALL BE CONDUCTED SOLELY BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION.

ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE UPON THE OTHER PARTY. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES. EACH SIDE IS RESPONSIBLE FOR ITS OWN SHARE OF ARBITRATOR FEES ASSESSED BY THE ARBITRATOR UNDER THE ARBITRATION ADMINISTRATOR’S RULES OF PROCEDURE. IF YOU BELIEVE THAT YOU ARE UNABLE TO AFFORD ANY FEES THAT WOULD BE YOURS TO PAY, YOU MAY REQUEST THAT WE PAY OR REIMBURSE THEM, AND WE WILL CONSIDER YOUR REQUEST IN GOOD FAITH.

THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST STASH OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

Notwithstanding the foregoing or anything to the contrary in this Advisory Agreement, in no way shall this Advisory Agreement constitute a waiver or limitation of rights that the Client may have under federal or state securities laws to pursue a remedy by other means if and to the extent such laws guaranty such right to the Client and do not permit the waiver thereof.

21. Delivery of Brochure

You acknowledge receipt of the Stash Wrap Fee Program Brochure (the “Brochure”), delivered electronically and available on the Website, which contains certain disclosures concerning brokerage practices, risk factors and potential conflicts of interest, all of which may be amended from time to time subject to law. The Brochure
is also available on the Website and the Securities and Exchange Commission’s Investment Adviser Public Disclosure page on www.adviserinfo.sec.gov.

22. Confidentiality, Privacy, and Trusted Contact

The information you provide to Stash, including your personal information, is subject to the terms of Stash’s Privacy Policy, which is available at www.stash.com/theprivacypolicy. By entering into this Advisory Agreement, you acknowledge receipt of the Privacy Policy, which Stash may amend from time to time by posting new versions on the Website.

Except as required by law or requested by regulatory authorities, Stash agrees to maintain in strict confidence all of your nonpublic personal and financial information that you furnish to Stash, except for information that you explicitly agree to share publicly. You agree that you shall not use investment advice, investment recommendations, or other confidential information you receive from Stash for developing a service that competes with the Platform or the services of Stash or any of its affiliates.

You consent to Stash recording and/or monitoring your telephone calls and electronic communications with representatives and associated persons of Stash without further notice. You expressly authorize Stash representatives or associated persons to contact you for purposes of evaluating the offering of the advisory services, the Program, and other products and services by calling, writing, or e-mailing at the telephone number(s), mailing address, and/or e-mail address(es) you provide in connection with your Individual Account, including any additional or updated telephone numbers, mailing addresses, or e-mail addresses. The authorization in the preceding sentence will remain in effect unless and until you specifically revoke it by notifying Stash or associated persons with whom you are in contact.

Furthermore, you may appoint an adult at least 18 years of age as a Trusted Contact Person whom we may contact about your Stash Account. We may disclose information about your Stash Account to your Trusted Contact Person in order to address possible wrongful or unauthorized use of your assets or to confirm the specifics of your contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney.

23. Client Information

For purposes of this agreement, “Client Information” means all information about you, which may include, among other things, information about your identity, liquidity needs, age, e-mail address, physical address, location, nationality, citizenship, tax residency, financial situation, or other information which you supply through the Platform.

You acknowledge and agree that Stash relies on the Client Information you provide through the Platform to provide the advisory services under the Program, including the Platform’s recommendation of any Suggested Investment. You further acknowledge and agree that Stash shares some or all of the Client Information with the Custodian and/or Broker and that, subject to the terms and conditions of the Customer Agreement, the Custodian and/or Broker relies on such Client Information to perform certain compliance functions including verifying your identity for customer identification purposes and anti-money laundering purposes and confirming that United States firms like Stash, Broker, and Custodian are permitted to provide you with services under applicable United States economic sanctions against various countries, individuals, and organizations.
You represent and warrant to Stash that all Client Information you supply is true, accurate, complete, and current. Without limiting the generality of the preceding sentence, you represent and warrant that you are neither insolvent nor have you been found by a court or regulatory body to be bankrupt or insolvent through a judicial or regulatory proceeding. You agree to update any Client Information you provided Stash that is no longer accurate promptly using the Platform.

24. Terms of Use

You acknowledge receipt of the Terms of Use at www.stash.com/termsofuse, which apply to the Platform and your use of the services offered through the Program contemplated hereunder and agree to adhere to the Terms of Use throughout your participation in the Program.

25. Miscellaneous

Headings in this Advisory Agreement are descriptive and for convenience only and shall not be construed as altering the scope of the rights and obligations created by this Advisory Agreement. Defined terms shall have their assigned meanings wherever used in this Advisory Agreement or any of the agreements governing your participation in the Program, regardless of whether defined in this Advisory Agreement or used in the singular or the plural. Unless expressly provided otherwise, the word “including” shall be construed as introducing examples of a category without limiting such category and shall therefore be construed as if the word “including” were replaced with the phrase “including but not limited to” or “including without limitation.”

No course of dealing between you and Stash, nor any delay by Stash in exercising any rights or remedies hereunder, shall be deemed to be a waiver of any such rights or remedies. Any waiver of such rights or remedies shall not be construed as a waiver of any other right or remedy. Any right or remedy may be exercised as often as Stash may determine in its sole discretion, and a waiver granted on one occasion shall not be construed as applying to any other occasion.

You acknowledge that the Program is intended for natural persons who are citizens or other lawful residents of the United States and who are located in the United States, and that neither Stash nor its affiliates intend to offer the Program, any securities, or any other products or services outside of the United States. You acknowledge that Stash and its affiliates do not offer the Program to non-resident aliens subject to tax withholding. Neither Stash nor its affiliates represent or warrant that any aspect of the Program, including information available from the Website and information provided through the Platform, complies with any law or regulation of any jurisdiction outside of the United States. You represent and warrant that you are a lawful resident of and located in the United States and that you have been lawfully issued by the government of the United States the social security number or tax identification number you provided to Stash when applying for your Stash Account using the account opening functionality through the Platform.

You represent and warrant that you have the full power and authority to enter into this Advisory Agreement. You certify that you are of legal age to enter into contracts in the state where you live. You agree that, when you sign as described herein, this Advisory Agreement will have been duly authorized and will be binding. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Advisory Agreement. You acknowledge and agree that you are fully responsible for all acts and omissions relating to the use of the Platform, including the selection of Investments and deposit and
contributions to and withdrawals from your Stash Account, by any person who uses your user account and password(s), as described in the Terms of Use. You may not share your password(s) with others, and you must notify Stash immediately if you know or suspect that the confidentiality of your password(s) has been compromised. You are the only person who may use your user account and password to access the Platform and your Stash Account.

You represent and warrant that no term of this Advisory Agreement conflicts with or violates any duty you have under any law, regulation, or agreement.

If any provision of any of this Advisory Agreement or other agreement related to the Program and your Stash Account is held unenforceable or invalid under any law, rule, or administrative or judicial order or decision, that holding shall not alter the enforceability or validity of this Advisory Agreement’s remaining provisions. Without limiting the foregoing, if any portion of the Arbitration Agreement set forth below is invalidated, such invalidation shall not invalidate the remaining portions of the Arbitration Agreement.

Electronic Signature

If you want to participate in the Program and have carefully reviewed this Advisory Agreement, including the PRE-DISPUTE ARBITRATION CLAUSE ABOVE, then please click or tap “Accept and continue.”

BY CLICKING OR TAPPING “ACCEPT AND CONTINUE” I AGREE TO ENTER INTO THIS ADVISORY AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.
Attachment A: Financial Counseling Service Additional Terms and Conditions

I. Description of the Financial Counseling Service

The Financial Counseling Service may include a range of financial information, education, analysis, advice, and recommendations offered on a limited scope basis. Certain aspects of Stash’s Financial Counseling Service include the delivery of investment advice on securities under the Advisers Act (“Financial Counseling Advice”). The Financial Counseling Service may supplement other investment advisory services made available to Clients or may be offered separately from the investment and brokerage services related to other investment advisory services made available through Stash.

II. Financial Counseling as a Separate Service

When the Financial Counseling Service is offered separately from other investment advisory services made available through Stash, the Financial Counseling Service does not include brokerage services for Client assets. In such cases Stash will not place any trades on your behalf, and you are fully responsible for determining whether, when, and by what means to implement the analysis and any recommendations made available through the Financial Counseling Service and for making your own investment decisions. You will be responsible for any fees and expenses incurred for such implementation.

III. Limitations on Scope of Financial Counseling Advice

Stash does not represent that the Financial Counseling Service is based on or meant to replace a complete evaluation of a Client’s entire financial plan considering all of a Client’s circumstances. The Financial Counseling Service does not provide comprehensive financial planning and is not intended to constitute legal, financial, or tax advice. Furthermore, the Financial Counseling Advice Stash provides through the Platform does not include or account for any assets held within an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended.

You acknowledge and agree that Stash relies on the Client Information you provide through the Platform to provide Financial Counseling Advice. Stash does not consider the entire range of information provided through the Platform for purposes of providing Financial Counseling Advice. You should understand that the Platform currently relies solely on the questions relating to investment time horizon and risk tolerance in providing Financial Counseling Advice, and that these factors are not weighted equally.

You acknowledge that the Financial Counseling Advice is based on the Client Information you provide, investment factors deemed appropriate by Stash, and the investment advisory methodology used in developing the Platform. However, you agree that there is no guarantee, representation, warranty, or covenant that Financial Counseling Advice will perform better over any time period than any other investment advice made available through Stash or otherwise available in the market.

IV. Changes to the Financial Counseling Service

Subject to change in the future in Stash’s sole discretion, Stash currently offers its Financial Counseling Service on a non-discretionary basis. Stash reserves the right to enhance or otherwise modify the Financial
Counseling Service. While any changes are intended to improve or enhance the Financial Counseling Service, there is no guarantee that such changes will result in improvement or enhancement of the Financial Counseling Service. In some cases, such enhancements or modifications may cause unforeseen consequences with the provision of Financial Counseling Advice that could be detrimental to you. Use of the Financial Counseling Service is subject to such risks, and your execution of this Advisory Agreement constitutes your acknowledgement and acceptance of such risks.
I. Client Representations and Warranties and Covenants

You acknowledge and agree, as provided under the applicable laws governing UGMA/UTMA, that (i) all funds and securities transferred into a Stash Custodial Account ("Custodial Assets") immediately and irrevocably become property of the beneficiary; (ii) the beneficiary will have complete control over the Custodial Assets upon reaching the default age of custodianship termination in the State of Residence of Minor (as defined below) or upon reaching the age of termination as elected by you; (iii) you have sole responsibility to manage the Custodial Assets for the beneficiary until custodianship termination; (iv) Custodial Assets must be used for the use and benefit of the beneficiary; (v) Stash may restrict your access to the Stash Custodial Account and register Custodial Assets in the beneficiary’s name upon custodianship termination; and (vi) you shall provide Stash, upon request and to the extent possible, with the beneficiary’s telephone number, e-mail address, mailing address, and any other information that may assist Stash in contacting the beneficiary.

II. Custodial Account Gift State

You acknowledge and agree that the law of the beneficiary’s state of residence (the "State of Residence of Minor") shall govern the determination of the maximum age with respect to the custodianship termination. You represent and warrant to Stash that the State of Residence of Minor is accurate and truthful, and you will maintain and promptly update such information to keep it true, accurate, and current. The age of custodianship termination varies by state, although most states set the maximum age for termination at either 18 or 21, and certain states permit a custodian to elect to extend custodianship to age 25. If the termination age selected by you is different from the default age of the State of Residence of Minor, you agree and acknowledge that you are responsible under UGMA/UTMA for determining the proper termination age and that Stash is not responsible for doing so. Questions about termination age should be directed to your legal or tax advisor.
I. Deposits and Withdrawals

In the event that contributions to your IRA for any calendar year reach the maximum contribution generally set by the Internal Revenue Service ("IRS") for the relevant type of retirement account and the relevant year (the "Maximum Contribution"), no further contributions will be processed within the Program for the remainder of such year, unless otherwise agreed by you and Stash. To the extent that a scheduled contribution would cause your total annual contribution to exceed the Maximum Contribution, such scheduled contribution will not be processed, unless otherwise agreed by you and Stash. In the event that contributions to your IRA for any calendar year are below the Maximum Contribution, you may elect to deposit additional cash into your IRA before year-end, or to make one-time contributions following year-end but prior to the due date for your tax return as set by the IRS, to be designated by Stash as counting toward the total annual contribution for the preceding tax year, in either case for a total annual contribution of no more than the Maximum Contribution.

You agree that any recurring contributions made after year-end shall be designated by Stash as counting towards the Maximum Contribution for the subsequent year, unless otherwise agreed by you and Stash. You agree and acknowledge that such calculations with respect to the Maximum Contribution are provided by Stash for informational purposes only and applied as described above solely for purposes of the Program, and that Stash shall not be responsible for monitoring any limitations or restrictions that apply under IRS rules and guidance to contributions or deposits into your IRA. You further agree and acknowledge that Stash calculates a Client's Maximum Contribution based solely on the Client's age and retirement account type, without considering any other individual circumstances (including any other aspects of the Client Information such as income or tax filing status), and that such other individual circumstances may result in the maximum contribution applicable to your Stash Account for any particular year pursuant to IRS rules and guidance to differ from the Maximum Contribution shown on the Platform and used in the Program with respect to your Stash Account.

Your IRA is intended to constitute a qualified account for tax purposes. Accordingly, if you access the funds held in your IRA, you may trigger a taxable distribution with adverse tax consequences. Moreover, if you withdraw the funds in your IRA before the age of 59-1/2, you may incur penalties in addition to tax liabilities. Please refer to your IRA Customer Agreement for more information.

II. Custodian

In its capacity as IRA custodian, and subject to the terms and conditions of the IRA Customer Agreement, the Custodian keeps all necessary and appropriate records of all actions undertaken in the custodial capacity, and files any reports, such as statements and tax notices, required either by the IRA Customer Agreement or the law. It may also be responsible for distributing the IRA's assets in accordance with your instructions, and filing the appropriate paperwork.

III. Acknowledgments

Neither Stash nor its affiliates are providing tax or legal advice. You acknowledge and agree that you have been advised to and afforded the opportunity to seek the advice and counsel of your own tax and financial advisers. Moreover, neither Stash nor any of its affiliates warrants, represents or otherwise guarantees that a
Traditional IRA, a Roth IRA, or any other type of account that may be offered through the Program is compliant with the Internal Revenue Code of 1986 (as amended, the “IRC”) in form or function or that any deposits are compliant with the terms of such account or law. Furthermore, none of Stash or any of its affiliates is responsible for monitoring your Traditional IRA, Roth IRA, or any other type of account that may be offered through the Program for compliance with the IRC or determining your individual tax treatment regarding such account. You understand and agree that the responsibility for the establishment and maintenance of a Traditional IRA or a Roth IRA and such account’s compliance with the requirements of the IRC, and determining your individual tax treatment regarding such account remains exclusively your responsibility. In addition, you understand and agree that neither Stash nor any of its affiliates is responsible for withholding any tax penalties that may apply to your Traditional IRA, Roth IRA, or any other type of account that may be offered through the Program or for any state or federal income tax withholding, except as may otherwise be required by applicable law.

You understand and agree that you are solely responsible and liable for (i) maintaining and making contributions to, and requesting or taking required minimum distributions from, your IRA; and (ii) applying any and all limitations or restrictions applicable to contributions or deposits into, or transfers or withdrawals from, your IRA. Furthermore, you understand and agree, subject to the specific terms of your arrangement, that (i) enrolling in the Program does not guarantee or otherwise oblige you to make a contribution every year and (ii) taking a distribution from an IRA account may trigger adverse tax consequences.

IV. Fiduciary Status

Fiduciary status under the Advisers Act is different from fiduciary status under other laws, including the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), and/or the IRC. The fact that Stash may be acting as a fiduciary under the Advisers Act does not necessarily mean that it is a fiduciary under another law. For purposes of Stash’s status as a fiduciary under the Code, Stash does not provide advice, make recommendations, enroll, or otherwise assist IRAs in participating in any investment program or vehicle wherein Stash or any of its affiliates receives a share of revenue of the program or vehicle in addition to the Stash Fee (for example, in connection with any money market or bank sweep programs offered through the Custodian). If a Client maintains both an IRA and any non-IRA with Stash, any advice or recommendations made by Stash for a Stash Account that is a non-IRA does not apply to and should not be used by the Client for any decision made by an IRA, which may present different considerations. Stash does not act as a “fiduciary” within the meaning of ERISA.
Attachment D: Potential Expenses Not Covered By the Stash Fee

Below is a list of ancillary fees Clients may incur that are not included in the Stash Fee. These fees would be incurred based on a Client’s request, beyond our control and accordingly excluded from the fees and services covered by the Stash Fee. Should a Client incur any of these fees, such Client will be responsible for their payment in accordance with the terms and conditions of this Advisory Agreement and such Client’s other account opening agreements. This list of fees is the current list of ancillary fees, but we reserve the right to change these fees in the future. Stash Capital, an affiliate of Stash, shares (with the Custodian) in a portion of certain of the fees listed below that are paid by the Client, and, with respect to each of the Stash Account Funding via Third-Party Debit Card and Non-ACH Withdrawal fees (in each case if available), Stash Capital earns the entire fee, which creates a conflict of interest for Stash in performing its services pursuant to the Advisory Agreement.

Bank Transfers:

Bank Transfer (ACH) Incoming – $0

Bank Transfer (ACH) Outgoing- $0

Returned ACH (insufficient funds) – $0.50 each

ACH Notice of Correction (NOC) Fee – $5 per notice

Paper Checks - $4 per check

Stash Account Funding via Third-Party Debit Card - $1 per transaction

Non-ACH Withdrawal - $2 per withdrawal for withdrawals of aggregate proceeds of $200 and below; 1% of withdrawal for aggregate proceeds exceeding $200

Account-Based:

Electronic Statement & Electronic Trade Confirms – $0

Paper Confirms – $2 per confirm

Paper Account and Tax Statements – $5 per statement

Paper Prospectuses - $3 per prospectus

Escheatment Processing - $10 per account

ACAT (Automated Customer Account Transfer):
ACAT Outgoing – $75 per account

ACAT Incoming – $0
Attachment E: Auto-Stash Features Terms and Conditions

Set-Schedule Feature

Set-Schedule is a feature that may be activated by you that can initiate contributions from your Funding Account to your Stash Account automatically and have those contributions repeat in the amount and according to the schedule you prescribe. You may choose to set up recurring transfers to be transferred into the cash balance of your Stash Account and/or to automatically purchase investments that have been pre-selected by you.

Round-Ups Feature

Round-Ups is a feature that may be activated by you depending on how you have connected your Funding Account held at a third-party depository institution to your individual taxable account.

The Round-Ups feature is not a savings account offered by a bank. If enabled, this feature can automatically transfer Round-Ups, as defined and described below, from your available funds from your Funding Account into the cash balance of your relevant Stash Account in accordance with the terms and conditions described herein. A “Round-Up” is the difference between the amount of goods or services purchased by you via your Funding Account and the lowest whole dollar amount that is greater than the amount of the purchase. As an example, if you make a purchase of $5.20, $0.80 will be the Round-Up arising from that transaction. Individual Round-Ups will be aggregated and transferred to your relevant Stash Account (i) when the aggregate amount of your individual Round-Ups equals or exceeds $5.00 or (ii) following a 15-day period if the aggregate amount of individual Round-Ups at such time does not exceed $5.00.

Upon activation, the Round-Ups feature may be applied to your transactions made during the four (4) calendar days immediately preceding activation.

Smart-Stash Feature

Smart-Stash is a feature that may be activated by you depending on (i) if you have elected to purchase either a Tier 2 Platform Tier Service or a Tier 3 Platform Tier Service and (ii) how you have connected your Funding Account held at a third-party depository institution to your individual taxable account.

The Smart-Stash feature is not a savings account offered by a bank. If enabled, this feature can automatically transfer a portion of your available funds from your Funding Account into the cash balance of your relevant Stash Account. The portion that is transferred is determined by a methodology that studies the spending patterns and/or transactions particular to your Funding Account.

Terms & Conditions Applicable to All Foregoing Features

By activating any one or more of the foregoing features electronically, you are accepting and agreeing to these terms and conditions. By enabling any of these features, you are initiating, authorizing, and directing the recurring electronic transfer of funds from your Funding Account via the Automated Clearing House (“ACH”) payment network in accordance with this Advisory Agreement. The Round-Ups feature, and the Smart-Stash feature (if available to you), will only automatically transfer up to one debit per Business Day with respect to
each individual feature only (i.e., not inclusive of multiple features you may choose to activate or other fund transfers you may have initiated, authorized, or directed on the Platform). You also acknowledge that the amount and frequency of debits arising from the Round-Ups and Smart-Stash features may vary and that you waive your right to receive prior notice of the amount and date of each debit; provided that any debit arising from the Round-Ups and Smart-Stash feature shall not exceed $100 per Business Day (or such lower amount identified by you in the app). We may, in our discretion, not initiate a transfer of funds from your Funding Account for any reason, including if your Funding Account balance is below a minimum threshold.

You acknowledge that enabling a feature suffices as your written authorization for ACH transactions as provided herein and will remain in full force and effect until you pause or otherwise disable the applicable feature and thereby revoke your authorization. You may pause a feature in-app at any time. You must disable a feature at least three Business Days before the scheduled debit date of any ACH transaction from your Funding Account in order to cancel this authorization. If you do not, we may attempt, in our sole discretion, to cancel the debit transaction. However, we assume no responsibility for our failure to do so.

As noted in our privacy policy, Stash works with one or more third-party service providers to enable us, with your permission and at your direction, to access your Funding Account information. Your Funding Account must be linked via Quovo, Inc. (one of such third-party service providers) in order for us to be able to provide the Round-Ups and Smart-Stash features to you. Please contact us at (800) 205-5164 or support@stash.com if you need assistance with linking your Funding Account in order to enable one or both of these features.
Attachment F: Market Insights Reports Additional Terms and Conditions

I. Description of Market Insights Reports

The Tier 3 Platform Tier Service includes a market insights offering, which is the production of a monthly market insights report on financial markets, sectors, industries, and the economy (referred to in this Attachment F and the Advisory Agreement as “Market Insights Reports”). The Market Insights Reports, or excerpts thereof, may be distributed through the Platform and/or delivered by e-mail. Market Insights Reports include qualitative and/or quantitative analysis on financial markets. The purpose of the Market Insights Reports is to provide subscribers of the Tier 3 Platform Tier Service education and other information on an investment topic or topics, as well as data, statistics, and/or written analysis. Stash may also prepare commentaries such as market overviews, sector overviews, industry reports, and thematic insights, as well as various other types of reports that are a more condensed and/or targeted format than what is in our standard Market Insights Reports. Such commentaries and condensed reports are a variety of the Market Insights Reports.

The Market Insights Reports may supplement other investment advisory services made available to Clients. Stash also has and maintains, other than as part of Market Insights Reports, investment recommendations that are available pursuant to the terms and conditions of this Advisory Agreement both to subscribers of Market Insights Reports and to non-subscribers. Any decision as to the investment recommendations made available pursuant to the terms and conditions of this Advisory Agreement are solely those of Stash. We may issue Market Insights Reports on investments or investment strategies that are also utilized in one or more of the investment recommendations made available to non-subscriber clients.

II. Other Costs and Expenses

The Stash Fee for the Tier 3 Platform Tier Service, which includes the Market Insights Reports, include brokerage services for Client assets. A Client is responsible for any fees and expenses incurred if and when utilizing such reports to invest in publicly traded securities outside of the Platform.

III. Limitations on Scope of Market Insights Reports

Market Insights Reports are prepared without taking into consideration the Client Information you provide through the Platform, or any other facts and circumstances specific to the Client, and thus are generic/impersonal investment advice intended to be educational in nature.

You agree that there is no guarantee, representation, warranty, or covenant that advice delivered through the Market Insights Reports will perform better over any time period than any other investment advice made available through Stash or otherwise available in the market.

The Market Insights Reports are not intended to constitute legal, financial, or tax advice.

IV. Changes to Market Insights Reports

Stash reserves the right to enhance or otherwise modify the presentation, content, manner of delivery, and any other characteristics of the Market Insights Reports. While any changes are intended to improve or enhance the Market Insights Reports, there is no guarantee that such changes will result in improvement or
enhancement of the Market Insights Reports. In some cases, such enhancements or modifications may cause unforeseen consequences with the provision of Market Insights Reports that could be detrimental to you.