

# STASHINVEST

## Advisory Agreement

This Advisory Agreement (“Agreement”) is made by and between Stash Investments LLC (“StashInvest”, “Stash”, “we” or “our”), a registered investment adviser, and the client as indicated in the StashInvest application (“Client” or “you”), and relates to all accounts managed on a non-discretionary basis for the Client (collectively, the “StashInvest Account”). This Agreement shall become effective on the day and year signed, and signing shall occur by electronic signature evidenced from clicking or checking the “Submit Application” button or typing in the Client’s name in the electronic signature field appearing after you have scrolled through this Agreement.

### **1. Terms and Conditions**

The Client hereby appoints StashInvest as its investment adviser and limited attorney-in-fact to perform the services hereinafter described (the “Services”), including, without limitation, the authority to implement investment decisions of the Client for and with respect to the StashInvest Account, and we accept such appointment under the terms and conditions hereinafter stated. The Client further agrees that StashInvest may deliver to the Apex Clearing Corp. (or any other securities brokerage firm executing transactions on behalf of the StashInvest Account) a copy of this document as evidence of the authority of StashInvest to act for and on behalf of the StashInvest Account.

StashInvest shall be responsible for the review of the Client’s present financial situation and shall provide the Client with advice through the Application with respect thereof, including advice concerning the investment and reinvestment of those assets that the Client designates to be subject to this Agreement in accordance with the Client’s investment needs, goals and objectives. The Client is solely responsible for evaluating the merits and risks associated with any investments and any advice provided through the Application before making any investment or other decision based upon the same.

The Client acknowledges and agrees that StashInvest will not provide investment advice other than the investment advice described in this Agreement. The Client agrees that StashInvest will provide investment advice and deliver advisory services solely through its applications on one or more mobile devices and/or its website (collectively, including any updates thereto and any replacement or supplement therefor, the “Application”). The Client acknowledges that StashInvest will not provide investment advice in person, over the phone, or through any other medium, other than information available on the Application. Information concerning the Application is available on StashInvest’s website,

[www.stashinvest.com](http://www.stashinvest.com) (the “Website”). The Client acknowledges that it will not be entitled or able to transact in or hold securities in their StashInvest Account other than exchange traded funds (“ETF”) or equity securities selected by StashInvest.

## **2. Limited Trading Authority**

Generally, the Client will direct and be responsible for the direction of investments through the Application by: (i) carefully reviewing the information about investing and the “investments” available on the Application; (ii) carefully considering the recommendation that StashInvest generates for you through the Application; (iii) choosing your selected investments; and (iv) deciding whether to exclude an ETF from your selections. Moreover, it is the Client’s responsibility to conduct and monitor the inflows and outflows to and from the StashInvest Account by using the Application to initiate deposits and withdrawals from the Client’s StashInvest Account (“Deposits” and “Withdrawals”, respectively). However, StashInvest shall have discretion over assets in your StashInvest Account to the limited extent that StashInvest shall have the authority in connection with its provision of advisory services:

- to determine and modify from time to time which ETFs are offered through the Application;
- to determine the timing of purchases of securities in relation to Deposits;
- to automatically reinvest dividends;
- to determine the timing of sales of securities held in the StashInvest Account and Withdrawals in relation to requests for Withdrawals; and
- to determine the exact time to trade securities based on buy and sell requests by you.

All transactions will be consummated by a payment to, or delivery by, Apex Clearing Corp. (the “Custodian”) of all cash and/or securities due to or from the StashInvest Account. We may not instruct the Custodian to deliver funds or securities to StashInvest, except for payment of advisory fees; by signing this Agreement, you authorize us to direct the Custodian to deduct advisory fees from the StashInvest Account. The Custodian is also acting as the broker/dealer with respect to all orders executed on behalf of the StashInvest Account. We shall instruct the Custodian to forward to the Client copies of all confirmations promptly after execution of transactions. We shall not be responsible for any loss incurred by reason of any act or omission by the Custodian, whether in its capacity as a custodian or a broker/dealer; provided, however, that we will make reasonable efforts to require that it will perform its obligations with respect to the StashInvest Account. All transactions concerning the StashInvest Account shall be binding upon the Client at the Client’s sole risk.

Orders to purchase or sell securities in the StashInvest Account (“Orders”) shall be placed by the Client via the Application. There are no other means for Client to place such an Order. All Orders placed by the Client

and other users of the Application are queued up and executed in the trading windows described below. StashInvest trading windows only operate in normal market hours (i.e. Monday to Friday, excluding market holidays). There are two trading windows per day:

- i. 9:45 a.m. – 10:00 a.m. (Eastern Time) (for Orders placed between 3:30.00 p.m. and 9:44.59 a.m. (Eastern Time) the following day), and
- ii. 3:30 p.m. – 3:45 p.m. (Eastern Time) (for Orders placed between 9:45.00 a.m. and 3:29.59 p.m. (Eastern Time)).

Orders from all of the Applications' users are combined and at the start of each respective trading window Orders that have been approved are released to be executed. All Orders are executed through StashInvest's average price account, which allocates all executions to the Client's StashInvest Account with any residual (due to round ups) being allocated to the StashInvest inventory account. The StashInvest inventory account is the account in which StashInvest holds the residual balances of fractional shares purchased; the shares held in such account are not owned by the Client.

### **3. Custodian**

As noted above, we will not act as the custodian for the StashInvest Account, though our right to deduct advisory fees from the StashInvest Account deems us to have "custody" of your funds. Apex Clearing Corp. shall be the custodian for the StashInvest Account, and it shall have possession of the assets of the StashInvest Account and provide custodian level statements. The Client will complete the necessary application materials to open an account with the Custodian and have account statements provided to the Client at least quarterly. The Custodian shall meet the requirements of a "qualified custodian" under Rule 206(4)-2 of the Investment Advisers Act of 1940, as amended (the "Advisers Act").

### **4. Use of Brokers**

Upon the Client's agreement to the Account Contracts (as defined below) and the custodian and other agreements with Apex Clearing Corp., the Custodian shall also act as the broker/dealer which will execute all orders on behalf of the StashInvest Account. StashInvest anticipates (but is not obligated to) combining or "batching" such orders to obtain best execution, to negotiate more favorable commission rates or to allocate equitably among the StashInvest clients differences in prices and commissions or other transaction costs that might have been obtained had such orders been placed independently. Under this procedure, transactions will be averaged as to price and transaction costs and will be allocated among the StashInvest clients in proportion to the purchase and sale orders placed for each client account on any given day. If StashInvest cannot obtain execution of all the combined orders at prices or for transactions costs that StashInvest believes are desirable, StashInvest will allocate the securities StashInvest does buy

or sell as part of the combined orders by following StashInvest's order allocation procedures. StashInvest anticipates that Apex Clearing Corp. will provide best execution for the Client. However, in the event StashInvest determines that Apex Clearing Corp. does not at any time provide best execution in its capacity as a broker/dealer, StashInvest reserves the right to select a different broker/dealer which will provide best execution with respect to such transaction. "Best execution" includes the amount of broker/dealer fees which will be charged to the StashInvest Account in connection with any trade, but it may also include other benefits. As such, StashInvest may retain Apex Clearing Corp. as the broker/dealer with respect to the StashInvest Account even if its broker/dealer fees are not the lowest fees which could be charged for such transaction.

## **5. Client Rights and Obligations**

The Client retains sole ownership of the StashInvest Account (i.e. the right to withdraw securities or cash, exercise or delegate proxy voting and receive transactions confirmations). The Client may make deposits and withdrawals at any time, subject to any maintenance requirements of the Custodian.

## **6. Account Connections**

The Client shall be required to connect their StashInvest Account to the Client's bank or other account from which moneys will be transferred to fund the StashInvest Account (the "Funding Account") by entering into the Application true, accurate, current, and complete information about their Funding Account, including the American Bankers Association routing number and account number for the Funding Account. The Client acknowledges that their StashInvest Account will not be connected to their Funding Account unless and until they receive a confirmation through the Application indicating they have successfully connected the StashInvest Account and Funding Account. The Client further agrees that, if their Funding Account is closed or restricted after they connect it to the StashInvest Account, it will have no right under the Agreements to make Deposits or Withdrawals unless and until: (i) the Funding Account is reopened or unrestricted; or (ii) they successfully connect a different and adequately funded Funding Account to the StashInvest Account.

## **7. Deposits and Purchases**

The Client agrees that they will invest by using the Application to initiate Deposits. You agree and acknowledge that nothing in this Agreement, the Subscription Agreement with StashInvest, StashInvest's Terms of Use, or any other agreements entered into with StashInvest (collectively, "Account Contracts") gives you any right to fund any Deposit or transfer of money for investment in the StashInvest Account in any manner other than an Automated Clearing House ("ACH") transfer from your StashInvest Account to

the Custodian in accordance with the Account Contracts or a transfer of money to the Custodian as permitted by StashInvest. StashInvest reserves the right to accept investments funded from other sources or through other means on a case by case basis and subject to the fees in the Agreement with the prior express written approval of a duly authorized officer of StashInvest.

## **8. Withdrawals and Sales**

The Client may withdraw money from its investments by initiating a Withdrawal request through the Application at any time. The Client acknowledges and agrees that, notwithstanding anything in the Account Contracts to the contrary, they will not be able to request Withdrawals, or to request sales of StashInvest Account securities relating to Withdrawals, unless and until they connect their Funding Account to their StashInvest Account using the Application. The Client agrees that, by requesting a Withdrawal, they may have to place an order with the Custodian for sales of ETF shares in their StashInvest Account. StashInvest will send any Withdrawal request to the ACH Operator. The Client agrees that, by requesting a Withdrawal, they authorize the ACH Operator to request that the Custodian transfer the proceeds of the applicable sales of securities (a “Sale”) in the amount requested (or less if the money remaining in your StashInvest Account after deducting any Wrap Fee (as defined below) or other fee due is less) to your Funding Account. You acknowledge and agree that the Custodian will not initiate a transfer of money for a Withdrawal until the Business Day (as defined below) after the last applicable Sale to settle for such Withdrawal has settled and that it may take up to five Business Days after the Custodian initiates a transfer of money for the proceeds of a Withdrawal to arrive in your Funding Account. 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.

## **9. Termination**

This Agreement will continue in effect until terminated by either party with a written notice to the other, via email or by mail to the address of record, provided, however, that the Client’s access to the Application may be terminated immediately and without notice for any breach of this Agreement by the Client. In the event the Agreement is terminated, any fees that are due, but have not been paid, will be deducted from the applicable account of Client or, if insufficient funds are available therein, billed to the Client and due immediately.

Unless otherwise provided by applicable law (including, without limitation, any non-waivable right or remedy you have under applicable federal or state securities laws), you understand and agree that the

cancellation or termination of this Agreement is your sole right and remedy with respect to any dispute with us, including, without limitation, any dispute related to, or arising out of: (i) any terms of this Agreement or any other Account Contract or our enforcement or application of this Agreement or any Account Contract; (ii) any practice or policy of StashInvest, including our Terms & Conditions and Privacy Policy, or our enforcement or application of these policies; (iii) the content available through our Application or any change in content provided through the Application; (iv) your ability to access and/or use our Application or any Services; or (v) the amount or types of our fees or charges, surcharges, applicable taxes, or billing methods, or any change to our fees or charges, applicable taxes, or billing methods. Upon cancellation or termination of this Agreement, we may immediately deactivate your user account (which includes the StashInvest Account) and all related information and/or files in your user account and/or bar any further access to such information and/or files, our Application (or part thereof) and/or our Services, except as we may otherwise provide from time to time. In the event the limitation on remedies described above is not enforceable in whole or in part for any reason, in no event will the total aggregate liability of StashInvest for any claims, losses, or damages arising under or relating to this Agreement, the other Account Contracts, the Services or the Application, whether in contract or tort, including negligence, exceed the total prior twelve months' fees paid by the Client to StashInvest under this Agreement, even if either party has been advised of the possibility of such claim, loss, or damage; provided, however, that such limitation shall not apply to the Client if a greater recovery is required pursuant to non-waivable provisions of applicable securities laws. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

Additionally, without limiting the foregoing, StashInvest and its officers, directors, employees and agents (collectively, "StashInvest Parties") shall not be liable for any loss or liability in respect of the StashInvest Account, including, without limitation, any loss related to or arising out of (i) your use of the Application or otherwise relating to the Services, (ii) your inability to use or access, or timely use or access, the Services, the Application or StashInvest's technical support, including as relates to mobile and internet accessibility problems, delays or disruptions (whether related to or originating with (A) StashInvest, its internet or other service providers, or its servers or networks, (B) the Client, his or her internet, mobile phone or other service providers, or the Client's servers or networks, or (C) otherwise), (iii) any trading errors, whether the responsibility of StashInvest, the Custodian, the securities markets generally, or otherwise, (iv) bugs, viruses, malicious software or other errors or deficiencies in the Application, or your failure or inability to update the Application after having been provided notice of the availability of such an update, (v) StashInvest's and the Application's reliance upon market, historical or other data or information in the Application received from any third-party source, (vi) any delays in responding to your requests for Deposits, Withdrawals or any actions with respect to securities which you wish to purchase or

sell as relate to your StashInvest Account, (vii) errors or inconsistencies in data or information provided by StashInvest or any other person, and (viii) the provision or use of delayed market and other data and information provided by StashInvest and the Application (you having acknowledged that the Application will use delayed data in providing the Services and information related thereto), unless such loss or liability arises out of the applicable StashInvest Party's bad faith or willful misconduct; provided, however, that any stated limitations on responsibility or liability shall not relieve StashInvest from any responsibility or liability that StashInvest may have under state or federal securities laws. Further, you agree that we shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of, our Application and/or our Services, except for a refund of any fees or charges prepaid by you with respect to our Services. The section of your Subscription Agreement with StashInvest titled "Indemnification" is incorporated into this Agreement in full and shall apply in all respects to this Agreement.

We will attempt to process all cancellation requests within 72 hours after we receive your request, and you acknowledge and agree that charges and fees incurred prior to the effective time of cancellation will not be reversed. If you use our Services between the time of your request for cancellation and the effective time of cancellation, you will not be entitled to a refund. For purposes of clarity, we reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect.

Termination of this Agreement will not affect (i) the validity of any action previously taken by StashInvest under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) the Client's obligation to pay advisory fees (pro-rated through the effective date of termination). Upon the termination of this Agreement, StashInvest will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the StashInvest Account.

The death or incapacity of the Client shall not terminate the authority of StashInvest granted herein until StashInvest receives written termination notice thereof from the Client's executor, guardian, attorney-in-fact or other authorized legal representative.

## **10. Legal Capacity**

If this 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 Agreement in such a capacity. The Client represents that he or she is over 18 years of age and no person shall use or attempt to use the Services unless he or she is over such age.

## 11. Representation

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

## 12. Fees

You agree to pay the fees described below (for account balances in the amount of less than \$5,000, a charge drawn against your Funding Account which hereinafter is referred to as the "Minimum Subscription Payment for Service", and for account balances in the amount of \$5,000 or more, an advisory fee sometimes referred to hereafter as the "Wrap Fee", and in either instance the "Fee") in accordance with the Account Contracts. The Fee is not negotiable. StashInvest reserves the right to waive the Fee or any part thereof for any period for any client at its sole discretion.

To this end, and not in limitation of the foregoing, StashInvest may, from time to time, elect to launch programs or initiatives whereby Fees may be waived, in whole or in part, for certain categories of client (such as students, clients below a certain age and/or military veterans). Any such program or initiative (i) is entirely discretionary to StashInvest, and may be expanded, narrowed, suspended, cancelled or modified at any time by StashInvest, and (ii) will be subject to any rules, guidelines and/or terms and conditions created by StashInvest in connection therewith (which rules, guidelines and/or terms may be included in website landing pages, on StashInvest's Website generally and/or elsewhere). To the extent any such program or initiative is cancelled or terminated, clients will once again be charged the then-current Fees on a going-forward basis. The Client agrees and acknowledges that StashInvest shall have sole discretion in determining whether or not any existing client or potential client meets the requirements to participate in and/or benefit from any such program or initiative, and StashInvest shall not be liable to you or any other party in connection with any such decision and/or in connection with the administration of any such program or initiative generally.

The minimum account opening balance is \$5.00. The Fee charged is based upon the amount of money you invest. Fees are charged monthly, at the beginning of each new month. Fees will be calculated on the average daily balance of the previous month, will be billed within the first two weeks of the applicable month and will be calculated per the fee schedule as follows:



<b>Fee Schedule (Roth IRA Accounts)</b>		
<b>Account Balance</b>	<b>Fee</b>	<b>Fee Description</b>
Under \$5,000	\$2 per month	Minimum Subscription Payment for Service (a charge drawn against your Funding Account "Bank Account")
\$5,000 or more	0.25% per annum	Wrap Fee (an advisory fee paid by the Custodian to us from funds in its custody out of your Account)
N/A	\$35 upon termination	Termination Fee payable to Custodian (\$5 will be paid from Custodian to StashInvest for customer service and administrative costs)

<b>Fee Schedule (All Other Accounts)</b>		
<b>Account Balance</b>	<b>Fee</b>	<b>Fee Description</b>
Under \$5,000	\$1 per month	Minimum Subscription Payment for Service (a charge drawn against your Funding Account "Bank Account")
\$5,000 or more	0.25% per annum	Wrap Fee (an advisory fee paid by the Custodian to us from funds in its custody out of your Account)

We believe our Fees are reasonable considering the fees charged by other investment advisers offering similar services/programs. Our Fees will not be based upon a share of capital gains or capital appreciation of the funds or any portion of your funds.

**For accounts with a balance of under \$5,000, you will authorize StashInvest and the Custodian to directly debit the Minimum Subscription Payment for Service from your Funding Account (“Bank Account”) to pay us. This is a subscription-based service fee and is a charge drawn against your Funding Account. Each time you use our Services you reaffirm your agreement that the Custodian may deduct the Minimum Subscription Payment for Service from your Funding Account. In the event we cannot deduct the Minimum Subscription Payment for Service from your Funding Account, we reserve the right to withdraw the outstanding Minimum Subscription Payment for Service due from your StashInvest Account (held at the custodian) and/or terminate your access to our Services.**

**You acknowledge that the Minimum Subscription Payment for Service for accounts with a balance of less than \$5,000 may equate to a significant fee on a percentage basis, depending on the amount you have invested. For example, with respect to non-Roth IRA Accounts, the minimum investment amount is \$5.00. If you invest \$5.00 and do not make any other Deposits, then, without taking into account other charges or fees directly or indirectly payable by your StashInvest Account (as described below), you will have paid StashInvest regarding the Minimum Subscription Payment for Service an amount equal to the full amount of your investment (i.e. \$5.00) within five months of your initial Deposit. This may potentially be a greater fee than you would pay to other investment advisers which permit you to invest such an amount.**

For accounts with a balance of \$5,000 or more, you will authorize the custodian to directly debit Wrap Fees from your account held at the Custodian and to pay us. This is an advisory fee paid from funds held in the Custodian’s custody. Fees are prorated for each contribution and withdrawal made during the applicable calendar month (with the exception of small inconsequential contributions and withdrawals). **Each time you use our Services you reaffirm your agreement that we may charge your accounts, as applicable.** In the event we cannot charge your applicable accounts, we reserve the right to terminate your access to our Services.

The Client acknowledges that StashInvest designed its advisory program with frequent investing in mind and that the Fee structure might not be appropriate for individuals looking to make few or infrequent small-dollar investments. In some cases, however, frequent trading in ETFs may cause the Client to incur larger fees than it might otherwise incur with respect to other investments. The Client acknowledges that the Fees may exceed the aggregate costs of purchasing separately the individual advisory services.

The Client is responsible for all charges and fees associated with connecting to our Application and our Services, including without limitation all internet service provider fees, data charges, sales taxes and any other fees and charges necessary to access our Services via your mobile device.

**In addition to StashInvest’s annual investment management fees, the Client shall also incur, relative to all Exchange Traded Fund and Mutual Funds (collectively, “Funds”) purchases, charges imposed at the Fund level (i.e. advisory fees and other Fund expenses), transaction and administrative fees.**

### **13. Non-Exclusive Management**

It is understood that StashInvest performs investment advisory services for other clients. The Client agrees that StashInvest 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 StashInvest Account. StashInvest, 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 StashInvest recommends for the Client’s StashInvest Account.

### **14. Confidential Relationship**

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law (including pursuant to any regulatory disclosure requirement or as requested by any federal or state securities authority) or necessary to carry out designated powers or as granted by the Client.

### **15. Notices and Communication**

Communications will be sent to the Client at the address provided by the Client at the time the Client opens the StashInvest Account, or to another address as may be provided to StashInvest in writing in the future. All communications sent to the Client at the stipulated 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.

### **16. Proxies and Class Action Lawsuits**

StashInvest will not vote proxies on behalf of the Client’s StashInvest Account. Additionally, StashInvest 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 StashInvest Account may be invested from time to time. Further, StashInvest will not take any action or render any advice with respect to any securities held in the StashInvest Account, which are named in or subject to class action lawsuits.

StashInvest will, however, forward to the Client any information received by StashInvest regarding class action legal matters involving any security held in the StashInvest Account.

## **17. Risk Acknowledgement**

StashInvest does not guarantee the future performance of any recommendations or any specific level of performance, the success of any investment decision or strategy that StashInvest may recommend, or the success of Adviser's overall management of the StashInvest Account. The Client understands that investments are subject to various market, currency, economic, political, geopolitical, acts of terrorism, and business risks, and that those investment decisions will not always be profitable. **THE CLIENT'S INVESTMENTS WILL INCREASE OR DECREASE IN VALUE, INCLUDING POTENTIALLY A COMPLETE LOSS OF THE CLIENT'S INVESTMENT, DEPENDING ON MARKET CONDITIONS.**

All recommendations will in part be based on information from sources believed to be reliable, but are not guaranteed by StashInvest as to their accuracy or completeness. StashInvest may allow access to data, information or services disseminated by securities exchanges or other outside data sources. The Client acknowledges that StashInvest and any third party data providers disclaim responsibility for the use, content, accuracy, timeliness, completeness or availability of such third party data, information or services and make no warranty concerning the same. The Client uses such third party data, information or services at its own risk. Additionally, StashInvest's recommendations are largely based upon the Client's investor profile, and any errors in such profile may cause StashInvest to make recommendations which are not suitable for the Client. StashInvest, in the maintenance of its records and otherwise, does not assume responsibility for the accuracy of the information furnished by the Client or any other person.

## **18. Entire Agreement and Amendments**

All agreements, covenants, representations and warranties express and implied, of the parties hereto concerning the subject matter hereof are contained herein, in the other Account Contracts. Except as provided in the immediately preceding sentence, no other agreements, covenants, representations or warranties, express or implied, are made a part hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties concerning the subject matter hereof are merged herein. StashInvest has the right to amend this Agreement, which shall be effective upon written notice to the Client and the Client's continued use of the Application after receipt of such notice. Any such amendment will be effective as of the date specified by StashInvest. However, regardless of anything else in this Agreement, any increase in fees, any deletion or substitution by StashInvest of any of the services or in connection with the StashInvest Account and any material modification of any such services will be the subject of a minimum of 30 days prior written notice to the

Client.

## **19. Governing Law**

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

## **20. Standard of Care**

Subject to the terms and conditions of this Agreement and the other Account Contracts and without limiting any rights you may have under the Advisers Act and other applicable United States federal or state securities law, StashInvest shall exercise the level of care in providing the Services that is customary and reasonable in the industry for investment advisers providing investment advice solely through internet-accessed computer applications.

## **21. Waiver**

Failure of either party at any time to declare breach and termination of Agreement due to any violation or violations by the other party of the provisions hereof shall not be deemed a waiver on the part of such party. Any subsequent violations by the other party following a demand for strict compliance shall not be deemed a waiver, expressed or implied, and notice of breach thereafter, need not be served on the other party.

## **22. Assignment of Agreement**

No “assignment”, as that term is defined in the Advisers Act, of this Agreement shall be made by StashInvest without the prior written consent of the Client. The Client acknowledges and agrees that transactions that do not result in a change of actual control or management of StashInvest shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act.

## **23. Arbitration Agreement**

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. BY ENTERING INTO THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:**

- **ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE 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;**
- **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 AGREEMENT.**

**THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN STASHINVEST 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 AGREEMENT OR ANY OTHER ACCOUNT CONTRACTS, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF STASHINVEST'S BUSINESS OR THE CLIENT'S STASHINVEST ACCOUNT (COLLECTIVELY, "CLAIMS"), 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, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY. ANY SUCH ARBITRATION SHALL BE HELD IN THE CITY AND STATE WHERE STASHINVEST'S PRINCIPAL OFFICE IS LOCATED AT THE TIME SUCH ARBITRATION IS COMMENCED. 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 STASHINVEST OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR**

## **CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.**

Notwithstanding the foregoing or anything to the contrary in this Agreement, in no way shall this 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.

### **24. Additional Acknowledgements and Agreements**

- The Client acknowledges receipt of Part 2A Appendix 1 of StashInvest's Form ADV and StashInvest's Privacy Policy, which may be accessed by clicking on the following links: <https://s3.amazonaws.com/disclosureassets/StashInvestFormADV.pdf> and [www.stashinvest.com/theprivacypolicy](http://www.stashinvest.com/theprivacypolicy). These and other disclosure documents are also available at [www.stashinvest.com/disclosurelibrary](http://www.stashinvest.com/disclosurelibrary).
- The Client agrees to notify us promptly via the Application of any change in the Client's circumstances that might affect the Client's StashInvest Account.
- The Client agrees to notify us promptly via the Application if his or her email address changes.
- The Client hereby grants express permission for electronic delivery of all documents relating to his or her StashInvest Account. This includes, without limitation, StashInvest's Privacy Policy, Part 2A Appendix 1 (Wrap Brochure) of its Form ADV and Part 2B Brochure Supplement of its Form ADV.

**THE CLIENT ACKNOWLEDGES THAT HE OR SHE HAS CAREFULLY READ, UNDERSTANDS AND ACCEPTS THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE CLICKING ON THE "SUBMIT APPLICATION" BUTTON OR ENTERING AN ELECTRONIC SIGNATURE. IF THE CLIENT HAS ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT THE CLIENT WILL ADDRESS THEM WITH STASHINVEST AND CONSULT WITH THE CLIENT'S OWN LEGAL OR OTHER COUNSEL BEFORE AGREEING TO IT. THE CLIENT UNDERSTANDS THAT CLICKING OR CHECKING "SUBMIT APPLICATION" OR TYPING THE CLIENT'S NAME IN THE ELECTRONIC SIGNATURE FIELD IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT AND THE CLIENT WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. THIS AGREEMENT SHALL BE BINDING ONCE ALL PARTIES INVOLVED HAVE ELECTRONICALLY SIGNED AND DATED THIS AGREEMENT.**