

STASHINVEST

Subscription Agreement

This Subscription 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 (“you”). 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.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS RELATING TO YOUR USE OF OUR APPLICATION AND OUR SERVICES CAREFULLY. By using our application and/or one of our online services, you agree to the terms and conditions set forth in this Subscription Agreement (this “Agreement”). StashInvest has the right to amend this Agreement, which shall be effective upon written notice to you and your continued use of the Application (as defined below) and the Website (as defined below) 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 provided by StashInvest and any material modification of any such services will be the subject of a minimum of 30 days’ prior written notice to the Client. If you do not agree to this Agreement (including any amendments thereto), you should not use our Application or our services and you should arrange to cancel your registered user account or subscription with us, as applicable.

1. Scope of Agreement

Unless we indicate otherwise, this Agreement applies to your use of the applications which are owned or operated by StashInvest, including, without limitation, this application and any other application that we may own or operate currently or in the future providing similar services, whether on or through one or more mobile devices or StashInvest’s website (including any updates or later versions thereof, collectively, our “Application”), and all of the investment advisory services that we may offer currently or in the future (collectively, the “Services”). For purposes of this Agreement, “affiliates” shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with StashInvest.

2. Your Use of this Application and Our Services

Unless otherwise specified, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Application and the material provided hereon, and the Services that you subscribed to, for your personal, noncommercial use, provided that you comply fully with the provisions of this Agreement. You agree not to assign, transfer or sublicense your rights as a registered user of, or subscriber to, this

Application and/or our Services. You understand that only you may use your user account and password, and that your subscription to our Services is only valid for your personal, noncommercial use and may not be shared with others. You agree to be financially responsible for all usage or activity of Services subscribed to by you.

By using this Application and/or our Services, you agree to be legally bound and to abide by this Agreement. If you do not comply with this Agreement at any time, we reserve the right to cancel or terminate your password, user account, and/or access to this Application (or any part thereof) and/or our Services. At our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Application or our Services, including, but not limited to, (i) restricting the time the Application and/or a Service is available, (ii) restricting the amount of use permitted, and (iii) restricting or terminating any user's right to use the Application and/or any of our Services. You agree that any termination or cancellation of your access to or use of, the Application and/or our Services may be effected without prior notice. If you do not abide by the terms of this Agreement, except as we may otherwise provide from time to time, you agree that we may immediately deactivate or delete your user 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. 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. You acknowledge that your only right with respect to any dissatisfaction with any modification or discontinuation of service made by us pursuant to this provision or this Agreement, or any policies or practices by us in providing this Application or our Services, including without limitation any change in content or any change in the amount or type of fees or charges associated with the Services, is to cancel or terminate your subscription or registered user account, as applicable. 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.

3. Client Services Responsibilities

For purposes of your use of our Services including identification and billing, you agree to provide us with true, accurate and complete information as required by the subscription or sign up process to our Services, including, without limitation, your legal name, address, telephone number, email address and applicable billing information (collectively, "Subscription Data"), and to allow us to share your Subscription Data with third parties for the purpose of verifying the information you provide and charging your account. You agree to maintain and promptly update the Subscription Data and any other information you provide to us to keep it accurate. Without limiting any other provision of this Agreement, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such

is the case, we reserve the right to suspend or terminate your user account or subscription and refuse any and all current or future use by you of our Application (or any portion thereof) or any of our Services. You agree not to register or subscribe for more than one account, create an account on behalf of someone else, or create a false or misleading identity on this Application.

If your registration or subscription is revoked for any reason, you agree not to register or subscribe again with our Application using another username or through any other means. If we have reason to suspect, in our sole discretion, that our account has previously been terminated, we reserve the right to terminate any new accounts you have registered without any notice to you, or to exercise any other remedies available to us under this Agreement or by law.

You are entirely responsible for maintaining the confidentiality of your password and user account information. You must notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's password or user account information. In the event of a breach of security by you, you will remain liable for any unauthorized use of your subscription until you update your Subscription Data. You are entirely responsible for any and all activities which occur under your user account. You are responsible for paying any amounts billed to your account by a third party which were not authorized by you.

Your failure to satisfy limitations we set based on demographic, geographic, or other similar criteria, or if we terminate your subscription to our Services prior to the end of the applicable period, you agree that all fees and charges assessed by us are nonrefundable. Nonrefundable fees include the full monthly fee for any month (or portion thereof) elapsed (regardless of whether you logged onto our Application or used any Services during that month). If your cancellation of your subscription to our Services is due to your failure to satisfy limitations we set based on demographic, geographic, or other similar criteria prior to the end of a period for which you have incurred a charge, we will refund any fees in accordance with the refund policy we have in effect at such time. If we cancel or terminate your subscription to our Services (as opposed to you canceling your subscription) prior to the end of a period for which you have incurred a charge, there will be no refunds.

You agree that:

- You will notify StashInvest promptly of any change to your email address or physical address by updating your email in the StashInvest Application or by sending an email to StashInvest's technical support team at support@stashinvest.com.
- You will provide and update client information electronically using the Application.
- You may access statements, confirmations, tax forms, and the current agreements applicable to the Services electronically through StashInvest Application or the website of Apex Clearing Corp. (the "Custodian").

- Prospectuses for the ETFs and any other securities purchased by you through your use of the Application will be emailed to you by the Custodian.
- The Custodian will provide you confirmations by sending you emails that contain uniform resource locator (URL) links to your confirmation information. Trade confirmations will be available in the Application.
- StashInvest will provide investment advice solely through the Application.
- The electronically stored copies of this Agreement, your Advisory Agreement with StashInvest, your agreement to StashInvest’s Terms of Use, and any other agreements between you and StashInvest (collectively, the “Account Contracts”) are the enforceable, true, complete record of each of the Account Contracts, which can be admitted as evidence or otherwise used in arbitration, litigation, administrative or other legal or regulatory proceedings as if they were originally produced and then kept in paper form. You will not object to or challenge the enforceability or use of the electronically stored copies of the Account Contracts.
- You will check the StashInvest Website and Application regularly for communications from StashInvest, including electronic notices that any of the Account Contracts have been amended
- You will need the StashInvest application to access tax documents when they 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 Application.

4. Availability of Services

The availability and use of our Services may be limited based on different types of criteria in our sole discretion. You understand and agree we may disallow you from subscribing to our Services or may terminate your subscription to our Services at any time based on any of these criteria.

5. Cancellation of Subscription

Either you or StashInvest may terminate or cancel your subscription to our Services at any time. The provisions applicable to any such termination or cancellation, including the effects thereof, are described in your Advisory Agreement with StashInvest (including, without limitation, in the “Termination” section of your Advisory Agreement), the terms of which are incorporated in this Agreement in full by this reference to your Advisory Agreement.

6. Privacy and Security

We are committed to protecting your privacy and security. For more information, you should review our Privacy Policy, which is incorporated into this Agreement by this reference. The privacy policy can be found at www.stashinvest.com/theprivacypolicy.

7. Restrictions on Use of Materials

You acknowledge that this Application contains information, text, graphics, questions, creative suggestions, messages, comments, feedback, ideas, articles and other materials (collectively, “Content”) that are protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is copyrighted under the United States copyright laws (and, if applicable, similar foreign laws), and, subject to any copy or other rights of the original owners of such Content, we own a copyright in the selection, coordination, arrangement and enhancement of such Content. All trademarks appearing on this Application are trademarks of their respective owners. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer (including any mobile or other device), you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other application or networked computer environment is strictly prohibited unless you receive our prior written consent.

8. Standards and Conduct Guidelines

You acknowledge that all Content and all information, whether posted at our request or voluntarily, and whether publicly posted or privately transmitted (collectively, the “Postings” and the forums in which Postings are posted, including any chat, message board, blog, groups, and profile communications chat room, each an “Area”), are the sole responsibility of the person who made such Postings. This means that you are entirely responsible for all Postings that you post, email or otherwise transmit to this Application. We do not control the Postings posted, emailed or otherwise transmitted on our Application by others and, as such, we do not guarantee the accuracy, integrity or quality of such Postings. Although we have adopted standards and conduct guidelines for the users of our Application (as described below), you understand that by using this Application, you may be exposed to Postings that are offensive or objectionable. Except as provided by applicable securities laws, under no circumstances will we be liable in any way for any Postings (other than for Content developed by us or our affiliates), including, but not limited to, for any errors or omissions in any Postings, or for any loss or damage of any kind incurred as a result of the use of any Postings posted, emailed or otherwise transmitted to or through this Application.

You agree not to use this Application to:

- Upload, post, email or otherwise transmit any Postings or other materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole discretion);
- Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;
- Impersonate any person or entity, including, but not limited to, any user of this Application, a director, officer, employee, shareholder, agent or representative of StashInvest, or any other

person or entity, or falsely state or otherwise misrepresent your affiliation with StashInvest, or any other person or entity;

- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Postings or other materials transmitted to or through this Application;
- Upload, post, email or otherwise transmit any Postings or other materials that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, post, email or otherwise transmit any Postings or other materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;
- Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of commercial solicitation, except in those areas, if any, that are specifically designated for such purpose;
- Upload, post, email or otherwise transmit any Postings or other materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of an any Area (or other portion of this Application) are able to type, or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user’s experience of this Application ;
- Interfere with or disrupt this Application or servers or networks connected to this Application, or disobey any requirements, procedures, policies or regulations of networks connected to the Application;
- Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;
- “Stalk” or otherwise harass another user or employee of this Application;
- Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Application, including user names or passwords;
- Access or attempt to access another user’s account without his or her consent.

You represent and warrant that none of the money you invest through the Application comes from, or will be used to promote the conduct of, any crime or other illegal activity. You covenant not to invest any money through the Application 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 into your investment account with StashInvest (the “StashInvest Account”) or in any money or securities in your StashInvest Account other than you or any other individual you have disclosed to StashInvest using the account opening functionality of the Application. You agree and acknowledge that

there may be no more than one bank or other account or trust used to fund the StashInvest Account (the “Funding Account”) linked to your StashInvest Account at any time.

Your privilege to use this Application and contribute to discussions depends on your compliance with the standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of this Application and/or take any other appropriate measures to enforce these standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our standards and conduct guidelines, or any part of this Subscription Agreement, we may terminate, in our sole discretion, your use of, or participation in, any Area.

Except as may otherwise be provided in our Privacy Policy, all communications, including, but not limited to communications in Areas, are public and not private communications. We reserve the right to monitor some, all, or no Areas and other areas of this Application for adherence to the standards and conduct guidelines set forth above or for any other purpose. You acknowledge that by providing you with the ability to distribute Postings, we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any Postings or activities in any area, nor do we endorse any such Postings. Although we reserve the right to remove, without notice, any posting for any reason, we have no obligation to review Content prior to the Content’s posting or to delete Postings that you may find objectionable or offensive. Subject to applicable securities laws, we are not responsible for maintaining a copy of any material we remove from our Application, and we are not liable for any loss you incur in the event that Content you post or transmit to our Application is removed. The existence of any Posting in any Area (whether or not controlled by StashInvest) does not, and shall not be deemed to, constitute StashInvest’s recommendation or advice to follow any recommendation included in such Posting, including any recommendation to purchase any specific security or group or type of securities. You hereby waive any claim or loss you may have as relates to any Posting in any Area, including your reliance on any such Posting to purchase or sell any securities or take any other action.

9. Submissions

If, at our request or on your own, you send, email, post or otherwise transmit to us or this Application any Content (collectively, the “Submissions”), you grant StashInvest and its successors and assigns a worldwide, royalty-free, perpetual, irrevocable, transferable, non-exclusive right (including any moral rights) and license (as well as consent) to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform and display any Submissions (in whole or in part and with or without the use of your name) and/or to incorporate the Submissions in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, the “Rights”) that may exist in such Submissions. You also warrant that, to the extent you are not the exclusive holder of all Rights in a Submission, any third party holder of any Rights, including moral rights in such Submissions, has completely and effectively waived all such rights and validly and

irrevocably granted to you the right to grant the license stated above. You further acknowledge that StashInvest and its successors and assigns shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Submissions. You also permit any user to access, display, view, store and reproduce any Submission that you have made available for any use. Subject to the foregoing, the owner of a Submission placed on this Application retains any and all Rights that may exist in such Submission. Except as provided in our Privacy Policy, none of the Submissions shall be subject to any obligation of confidence on our part, and we shall not be liable for any use or disclosure of any Submissions.

10. Copyright Complaints

We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and in our sole discretion, terminate the rights of any user to use our Application (or any part thereof) who infringes the intellectual property rights of others. The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact us and include the following information:

- a physical or electronic signature of the owner of the copyright or a person authorized to act on behalf of the owner;
- identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on this application are covered by a single notification, a representative list of such works);
- identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Application;
- your name, mailing address, telephone number and email address;
- a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- a statement by you that the information in your notification is accurate, and that you attest under penalty of perjury, that you are the copyright owner or that you are authorized to act on the copyright owner’s behalf.
- If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices with respect to this Application should be sent to our designated agent for notice of claims of copyright infringement.

11. Disclaimer of Warranties

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

THE SERVICES, OFFERINGS, CONTENT AND MATERIALS ON THIS APPLICATION ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT.

STASHINVEST DOES NOT WARRANT THAT THIS APPLICATION OR ANY FUNCTION CONTAINED IN THIS APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS APPLICATION OR THE SERVERS THAT MAKE THIS APPLICATION AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANYTHING DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS APPLICATION IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH SERVICE, OFFERING, CONTENT OR MATERIAL.

STASHINVEST DOES NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES IN THIS APPLICATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THIS APPLICATION SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

12. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THIS APPLICATION OR THE SERVICES; (B) THE USE OF ANY CONTENT OR OTHER INFORMATION ON THIS APPLICATION OR ANY APPLICATION OR APPLICATIONS LINKED TO THIS APPLICATION, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THIS APPLICATION; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E)

STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR APPLICATION; OR (F) ANY OTHER MATTER RELATING TO THIS APPLICATION OR THE SERVICES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) EXCEED THE TOTAL AMOUNT PAID BY YOU FOR ACCESSING THIS APPLICATION, IF ANY, IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR APPLICATION, OR WITH ANY OF PROVISION OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS THE DISCONTINUATION OF YOUR USE OF THIS APPLICATION. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WE DO NOT DISCLAIM ANY LIABILITY RELATING TO THE PROVISION OF SERVICES WHICH CANNOT BE DISCLAIMED PURSUANT TO THE INVESTMENT ADVISERS ACT OF 1940, AS AMENDED, OR OTHER APPLICABLE LAW.

13. Indemnification

You agree to indemnify, hold harmless and, at our option, defend us and our affiliates, and our and their officers, directors, employees, stockholders, agents and representatives (collectively, “Indemnified Persons”) from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorney’s fees and expenses) arising from your improper use of this Application or our Services or offerings, your violation of this Agreement or any of the other Account Contracts, or your infringement, or the infringement or use by any other user of your account, of any intellectual property or other right of any person or entity.

14. Parental or Guardian Consent

Some of the Content on this Application may not be appropriate for children. **INDIVIDUALS UNDER THE AGE OF 18 ARE NOT PERMITTED TO SUBSCRIBE TO OUR SERVICES.**

15. Links

This Agreement applies only to this Application, and not to the applications of any other person or entity. We may provide, or third parties may provide, links to other worldwide applications or resources. You acknowledge and agree that we are not responsible for the availability of such external applications or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products, or other materials on or available from such applications or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damage that is caused or alleged to have been caused to you in connection with your use of, or reliance

on, any content, advertisements, products or other resources available on any other application (regardless of whether we directly or indirectly link to such content, advertisements, products or other resources). You should direct any concerns with respect to any other application to that application's administrator or webmaster.

16. Device Compatibility

The Application is designed to work when accessed through the internet by a computer using certain web browsers or certain portable devices (such as phones or tablets that use certain operating systems). You acknowledge and agree that some web browsers or portable devices may not be compatible with the Application.

17. Terms of Use

You acknowledge receipt of StashInvest's Terms of Use and agree to adhere to the Terms of Use throughout your subscription for the Application and the Services.

18. Investment Risks

You acknowledge the following risks:

- The exchange traded fund shares in your StashInvest Account may increase or decrease in value.
- Money invested is subject to market risk and therefore to loss up to the amount invested.
- Past performance does not guarantee future results.
- Investment performance of any kind can never be guaranteed. Neither StashInvest nor the Custodian represent or warrant the present or future level of risk or volatility in, or the future performance of, of the investments or your StashInvest Account.
- By participating in this investment Program you may lose opportunities to make other investments and to realize gains from such other investments.
- Data provided by StashInvest or the Custodian may not be free from error or inaccuracies.
- Market data on the Application is delayed by 15 minutes and could be delayed further.
- Investments through the Application are not guaranteed by the Federal Deposit Insurance Corporation, any bank, or any government.

19. Automated Clearing House (ACH) Transactions

You acknowledge that it is your responsibility to provide correct payment instructions for your Funding Account to StashInvest, the Custodian, and the ACH operator when requested in connection with setting up your StashInvest Account. You agree to be bound by the National Automated Clearing House Association 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 bank that maintains your Funding Account without notice to you. You agree that StashInvest may request and the ACH operator or Custodian may make ACH transfers for withdrawals from your StashInvest Account solely by reference to the account number of the recipient. StashInvest, the Custodian, and the ACH operator shall not be obligated by any provision of any of the Account Contracts to determine whether there is a discrepancy relating to names or account numbers in transfers between your StashInvest Account and your Funding Account. You agree to indemnify and hold StashInvest, 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 a deposit or withdrawal with respect to your StashInvest Account or Funding Account. You agree that processing of ACH transfers for such 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 StashInvest promptly. You agree that money transferred from your Funding Account may not be reflected in a deposit credited to your StashInvest Account available during delays. You agree that, notwithstanding anything to the contrary in any of the Account Contracts, StashInvest and the Custodian shall not 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 that maintains your Funding Account, 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 to your StashInvest Account is provisional until the Custodian receives payment. Without limiting any other rights of StashInvest or the Custodian to delay a withdrawal from your StashInvest Account or deny a request for such a withdrawal, StashInvest and the Custodian reserve the right to delay or prevent such a withdrawal of the proceeds of any deposit pending verification of final payment. If the Custodian does not receive final payment, or if your StashInvest Account has been credited by mistake, you authorize StashInvest to instruct the Custodian to reverse the credit to your StashInvest Account or will otherwise reimburse the Custodian if assets in your StashInvest Account are not sufficient. If a payment funding a deposit to your StashInvest 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 StashInvest Account.

20. Geographic Scope of Program

You acknowledge that this Application 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 StashInvest nor the Custodian intend to offer any securities, or any other products or services, outside the United States.

Neither StashInvest nor the Custodian represent or warrant that any aspect of the StashInvest Account, including information available from the StashInvest website or the Application, complies with any law or regulation of any jurisdiction outside 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 when applying for your StashInvest Account using the account opening functionality in the Application.

21. Additional Disclosures.

NEITHER THE INFORMATION NOR ANY OPINION EXPRESSED IN THE APPLICATION OR THE SERVICES CONSTITUTES AN OFFER OR SOLICITATION OF SECURITIES OR INVESTMENT SERVICES OR AN ENDORSEMENT THEREOF IN ANY JURISDICTION OR IN ANY CIRCUMSTANCE IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL OR NOT AUTHORIZED. SUCH INFORMATION AND OPINIONS ARE NOT MEANT TO BE RELIED UPON FOR ACCOUNTING, LEGAL, TAX OR OTHER PURPOSES. IT SHOULD NOT BE ASSUMED THAT RECOMMENDATIONS THROUGH THE SERVICES MADE IN THE FUTURE WILL BE PROFITABLE OR WILL EQUAL THE PERFORMANCE OF ANY SECURITIES WHICH WERE PREVIOUSLY PURCHASED BY OR RECOMMENDED TO YOU. ALL INVESTMENTS CARRY A RISK OF LOSS, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL. THERE IS NO ASSURANCE THAT ANY INVESTMENT WILL BE PROFITABLE. PAST PERFORMANCE DOES NOT GUARANTEE FUTURE RESULTS. THE VALUES REPRESENTED IN THE APPLICATION MAY NOT BE TIMELY AND MAY NOT REFLECT THE TRUE ORIGINAL COST OR CURRENT VALUE OF YOUR INITIAL OR CURRENT INVESTMENTS AND SO THE ACCURACY AND COMPLETENESS OF ALL INFORMATION IN THE APPLICATION IS NOT GUARANTEED.

22. Miscellaneous Terms

If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. This Agreement, together with other Account Contracts, are the entire agreement between you and us relating to the subject matter herein. Without limiting the foregoing, the section of your Advisory Agreement with StashInvest titled "Arbitration Agreement" is incorporated into this Agreement in its entirety. In the event of any conflict between this Agreement and StashInvest's Terms of Use, this Agreement shall control. In the event of any conflict between this Agreement and your Advisory Agreement with StashInvest, the Advisory Agreement shall control. This Agreement may be modified only as described above or by other written agreement of both parties.