STASH INVESTMENTS LLC

Advisory Agreement - effective as of December 19, 2023 (the "Effective Date"), unless otherwise noted herein.

This Advisory Agreement (the "Advisory Agreement") only applies to a designated group of advisory clients who have agreed to enter into this agreement effective as of or following the Effective Date and who have received the Financial Counseling Service enumerated in Section 1 below. Please check the welcome email you received from Stash following completion of our registration process, or any follow-up email notices from Stash regarding updates to your Advisory Agreement, to confirm whether you are subject to this Advisory Agreement.

This 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 (including both personal and impersonal investment advice) that we provide you with respect to your participation in the Program. By clicking or tapping "Accept and continue" or otherwise acknowledging your consent electronically (as further described in Section 17 below), 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 or services enumerated in Section 1 below established by the same Client, and shall be deemed to govern each such account or service upon the Client's establishment of each account or receipt of such services.

YOU MUST READ AND CONSIDER THIS ADVISORY AGREEMENT CAREFULLY IN ITS ENTIRETY, AND CONTACT STASH TO ASK ANY QUESTIONS YOU MAY HAVE BEFORE ENTERING INTO THIS ADVISORY AGREEMENT. HOWEVER, SECTIONS 3 THROUGH 7 AND ATTACHMENTS B THROUGH G HERETO ARE ONLY APPLICABLE TO THE EXTENT YOU OPEN A STASH ACCOUNT. 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 PLATFORM. 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 access financial counseling services, as described in Attachment A hereto ("Financial Counseling Service"), which supplements other investment advisory services made available to Clients and will be offered separately from such investment advisory and brokerage services related to your Stash Account (as defined below) that are made available through the Platform, as such services are described below. Unless you elect to and are approved by Stash to open a Stash Account (as defined below), the Financial Counseling Service is the only advisory service that will be provided to you by Stash. The Financial Counseling Service constitutes impersonal investment advice and does not require the establishment of a Stash Account. In order to receive the Financial Counseling Service, Clients must complete the first phase of the registration process via the Platform by providing the information described in Attachment A hereto and agreeing to pay the Stash Fee (as defined herein). In the event the Client has elected to purchase a Platform Tier Service but has not yet elected to open a Stash Account and thus is only receiving the Financial Counseling Service then such Client will not be prompted to provide certain Client Information (as defined in Section 23 below) and will not receive the personalized advisory services described hereunder. With respect to the provision of 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 also offers Clients a means to establish an individual taxable brokerage account for yourself (a "Personal Portfolio"), a Traditional Individual Retirement Account or Roth IRA (any such account, an "IRA") for yourself, 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"), and an account as described in Attachment C hereto (a "Smart Portfolio") (each such account, an "Individual Account"), 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. Stash Custodial Accounts only will be available to a Client who has elected to purchase the Tier 2 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 your Stash Account (as defined below), provided, however, that the term Funding Account expressly excludes any account established by you for the purpose of supporting or facilitating any business (e.g. a small business account). If applicable to you, your Stash-branded demand deposit account provided by an unaffiliated FDIC Member partner bank, which is governed by the terms and conditions associated with your Stash-branded demand deposit account available at the Stash Disclosure Library (your "Stash Banking Account"), is a Funding Account for purposes of this Agreement. In order to receive access to an Individual Account, brokerage services, and/or any other platform entitlements or investment advisory services outside of the Financial Counseling Service (which may vary based on your elected Platform Tier Service subscription) Clients must complete the second phase of the registration process via the Platform and receive approval to open a Stash Account. Under the second phase of the registration process, Clients are required to (A) provide Stash with additional Client Information, as described in Section 23 below, for customer identification purposes and anti-money laundering purposes and to confirm that United States firms like Stash, Broker, and Custodian are permitted to provide such Client with such services under applicable United States economic sanctions against various countries, individuals, and organizations; and (B) complete a suitability questionnaire. If a Client is not approved to open a Stash Account, (i) for any reason related to anti-money laundering, fraud or sanctions, then Stash will immediately terminate the Client's relationship with Stash; or (ii) for any other reason in the ordinary course (e.g., indeterminate/rejected Clients), then the Client will continue to receive Financial Counseling Services and pay the Stash Fee unless such Client elects to cancel their subscription. Your Individual Accounts , as applicable, will be collectively referred to hereunder as your "Stash Account".

Stash interacts with Clients using the Platform, which is owned and operated by Stash's parent company, Stash Financial, Inc. Based on the information the Client provides via the Platform, Stash uses the Platform to provide the Client with investment advice in the form of (i) access to Investments (as defined herein), which are determined without taking into consideration any Client's specific facts and circumstances and thus are impersonal investment advice intended to allow Clients to invest in a manner consistent within their own financial needs and objectives; (ii) groupings of one or more Securities (as defined below) and/or Portfolios (as defined below) determined by taking into consideration each Client's specific facts and circumstances and thus is personalized investment advice (collectively, "Suggested Investments"); (iii) a suite of tools that uses qualitative and/or quantitative inputs to analyze, rank, and/or otherwise distinguish Securities and/or Portflios based on various investment characteristics and/or factors according to research conducted by Stash, its affiliates, and/or third-party service providers to (a) assist with a Client's processes for selecting Securities, Portfolios, and account types, and help Clients monitor and evaluate their Selected Investments (as defined below), and/or (b) recommend certain Suggested Investments to Clients based on certain Client Information (collectively, "Securities Advice") and thus is personalized investment advice; (iv) only for Smart Portfolios, automated discretionary investment advice in the form of one or more selected ETFs (as defined below) and/or similarly traded Investments ("Automated Advice"), and/or (v) the Financial Counseling Service.

You hereby understand and agree that the Program: (a) is not a complete investment program; (b) does not account for multiple goals; (c) unless otherwise indicated by the Platform, 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 quantitative models, profiles and underlying securities; (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 other related advice, and does not verify the completeness or accuracy of such information.

Where the Client elects and Stash agrees to accept and open a Stash 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 your Individual Accounts at Apex Clearing Corporation, a New York corporation and registered broker-dealer unaffiliated with Stash, and the clearing broker and qualified custodian for Individual Accounts ("Apex" or "Custodian"), as further described below. Stash may delay establishing any Individual Account at Apex until such time as the Client authorizes a contribution to fund their Individual Account and/or until such time as Stash receives all required account opening information from you in order to establish such Individual Account. You may receive Stash's advisory services under this Advisory Agreement pursuant to the Program even before one or more Individual Accounts at Apex have been established, in which case the advisory services you will receive from Stash will be the 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 one or more Individual Accounts at Apex have been closed, in which case the advisory services you will receive from Stash will be the Financial Counseling Service. 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, where you elect to such account, 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 such Individual 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 shall be collectively referred to hereunder as the "Customer Agreement"). With respect to all your Individual Accounts where you elect to receive brokerage services from Stash, 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 across all your Individual Accounts.

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) and your Automated Selected Investments (as defined in Attachment C), as applicable, through the Program will be emailed to you by the Custodian, provided that the email address on file for your Stash Account is valid. 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, provided that the email address on file for your Stash Account is valid. These statements and trade confirmations will be available through the Platform.

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

You further acknowledge and agree 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

This Section 2 applies to all Individual Accounts other than Smart Portfolios. For Program Advisory Services related to your Smart Portfolio, please refer to the information detailed under "I. Program Advisory Services" in Attachment C hereto.

Through the Program, Stash offers Clients the ability to transact in various publicly traded securities including, shares of stock of publicly-traded companies and/or American depositary receipts, exchange-traded funds ("ETFs"), and/or similarly traded instruments (collectively, "Securities"), which may be selected by Stash, its affiliates, or third parties, and various asset allocation portfolios and/or combinations of Securities (the "Portfolios"), which may be developed by Stash, its affiliates, or third parties (Securities and Portfolios shall be collectively referred to hereunder as, "Investments").

The Securities are selected to provide Clients with exposure to a broad range of companies, industries, economic sectors, asset classes, geographic regions, social beliefs, and investment strategies, and the Portfolios are designed to allocate assets among various Securities that represent different asset classes, industries, economic sectors, geographic regions, social beliefs, and/or investment strategies. As of the date of this version of the Agreement, the Program is offering various Securities selected by Stash and also offers various Portfolios designed by Stash, all of which are and/or are comprised of unaffiliated investments, provided that certain of the publicly traded companies that are available through the Platform hold a non-controlling ownership interest in Stash's parent company, Stash Financial, Inc. 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 make additional investment service providers available through the Program. Stash reserves the right to determine and/or 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 Securities that comprise each of the Portfolios; and (iii) the composition of and/or relative weighting of any Suggested Investments.

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

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 Investments and the Financial Counseling Service comprise the impersonal investment advice that Stash provides you, and the Suggested Investment(s) and the Securities Advice comprise the personalized investment advice that Stash provides for you, except to the extent otherwise described in Attachment C hereto in connection with a Smart Portfolio (as applicable). However, you agree that there is no guarantee, representation, warranty, or covenant that any of the Investments, Financial Counseling Service, Suggested Investments or Securities Advice will perform better over any time period than any other Investment or combination thereof made available through the Program or any other investment opportunity or advice otherwise available to you.

You are not bound by any of the investment advice generated by the Platform and may, at the time when you receive any such advice, select any Investment available through the Program in lieu of or in addition to any Suggested Investment(s) or as directed by Securities Advice provided to you through the Program. To the extent you have a Stash Account, you may cause the Platform to generate different Suggested Investments or Securities Advice at any time by revising your Client Information. Any Investment you ultimately select, taking into account any self-imposed investment restrictions you impose subject to the terms and conditions of this Advisory Agreement, are collectively referred to hereunder as the "Selected Investments." You may impose reasonable investment restrictions on the management of your Stash Account, other than a Smart Portfolio, 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 Securities credited to, or order to buy any Securities 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.

Stash shall not have authority or discretion to designate the Selected Investment(s) for implementation in your Stash Account, except to the extent otherwise described in Attachment C hereto in connection with a Smart Portfolio (as applicable). 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 or Securities Advice before choosing any Selected Investment. Stash's Securities Advice, Investments, Suggested Investments, and Financial Counseling Service shall not constitute legal or tax advice, analysis or opinion.

If you choose a Selected Investment other than a Suggested Investment or you otherwise deviate from the Securities Advice provided to you, 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 or your deviation from the Securities Advice;
- 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 or that otherwise deviate from the Securities Advice will change the investment characteristics of the holdings of your Stash Account in a way that deviates from the 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 diversification, you agree that there is no guarantee, representation, warranty, or covenant that the holdings in your Stash Account will match any particular degree of diversification. 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 maintain any particular degree of diversification at any particular point in time. You further understand and agree that any strategic investment advice, including the Securities 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 Investment at any particular time or in any particular amount (except to the extent otherwise described in Attachment C attached hereto in connection with the Smart Portfolios (as applicable)).

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 Section 1 above, and if applicable, Attachments A, and C hereto;
- 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 email; and
- You will not be entitled or able to transact in or hold securities in your Stash Account other than the Securities 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, which may include unaffiliated vendors or contractors that hold a non-controlling ownership interest in Stash's parent company, Stash Financial, Inc. 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

This Section 3 applies to all Individual Accounts, other than Smart Portfolios, (unless otherwise noted herein), in each case in which Clients direct Investments through the Platform. For Trading Authority and Your Instructions related to your Smart Portfolio, please refer to the information detailed under "II. Trading Authority and Your Instructions" in Attachment C hereto.

Generally, the Client will direct and be responsible for the direction of investments through the Platform by: (i) carefully reviewing the information about investing (including the Securities Advice) and the Suggested Investments available on the Platform; (ii) carefully considering the Suggested Investments that Stash generates for you through the Platform; (iii) choosing your Selected Investments; (iv) deciding whether to ignore the Securities Advice e; and (v) deciding whether to exclude a Suggested Investment from your Selected Investments. Moreover, it is the Client's responsibility to conduct and monitor the inflows and outflows to and from their Stash Account by using the Platform to initiate deposits to and withdrawals from their Stash Account. However, except to the extent otherwise described in Attachment C hereto in connection with a Smart Portfolio, 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 and other related services under this Advisory Agreement:

- to determine and modify from time to time which Investments are offered through the Program, including which Securities comprise each of the Portfolios, and your Suggested Investments;
- 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 to allocate fractional shares of Securities to Individual Accounts in accordance with the Custodian's fractional share allocation program;
- to determine the timing of purchases of Investments in relation to deposits;
- to determine the timing of sales of Investments and withdrawals in relation to such requests;
- to determine the action taken in response to a corporate action related to Securities 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;

- to determine whether to restrict or sell any investment that you receive in your Stash Account as a result of a corporate action or similar transaction if Stash does not support the trading of such investment on the Platform (e.g. receipt of a special dividend of preferred shares of a company); and
- to place an order to buy Securities 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 rewards or promotional program(s) offered by Stash and/or its affiliates.

Stash places orders to buy and sell Securities on your behalf for your Individual Accounts, only at your direction for all Individual Accounts other than your Smart Portfolio, during distinct trading windows during normal market trading hours. As of the effective date of this Advisory Agreement, Stash generally places orders during four distinct trading windows; however, the frequency of these distinct trading windows may be limited during adverse market conditions or during shortened trading sessions or otherwise changed in Stash's sole discretion. There is no guarantee that any order you place will be executed during any particular trading window. The Program and the Platform are not designed to support real-time trading.

When Stash receives notice of a vote regarding a corporate action, legal proceeding or other related matter for an Investment in your Stash Account, Stash will forward such notice to your email of record. It shall be your sole responsibility on whether to vote and how to vote and whether to engage in any legal proceeding. Further, you acknowledge that when requesting a sale of an Investment, Stash can only sell up to the total amount of shares you own of that specific Investment at the time such sale order is placed and calculated by Stash's portfolio management system (which you hereby acknowledge may not be consistent with the total amount of shares that you owned at the time you instructed Stash to sell that specific Investment).

Rewards earned through the Stock-Back® Rewards program as a result of qualifying purchases made on a with the debit card issued in connetion with your Stash Banking Account (your "Stash Debit Card")are credited to your Stash Account in accordance with the then-effective terms and conditions of the Stock-Back® Rewards program or any varying versions of its Stock-Back® Rewards program.

The Securities purchased or sold at your direction and/or held in any of your Individual Accounts may be either whole shares or fractional shares, depending upon the cost of the shares and the dollar amount contributed to your Individual Account. To the extent that fractional shares of any Securities are allocated to any Individual Account on behalf of any Client, the Custodian divides a whole share and allocates (i) any fractional shares to Client Individual Accounts, and (ii) any excess fractional shares to Stash's fractional facilitation account, all in accordance with the Custodian's fractional share allocation program. Accordingly, Stash accumulates fractional shares in its fractional facilitation account held with the Custodian. In accordance with the policies pertaining to the Custodian's fractional share allocation program, Stash has developed policies pertaining to the management of its fractional facilitation account whereby Stash will manage the fractional facilitation account through trades in whole share quantities. You understand and agree that fractional shares of Securities held at the Custodian are typically unmarketable and illiquid and, as a result, such 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 to another account, you hereby authorize Stash to instruct the Broker and/or Custodian to sell fractional shares of Securities held in your Individual Accounts as necessary and transfer the cash to any subsequent custodian in accordance with the Custodian's account transfer policies.

You agree and acknowledge that although there are no minimum balance requirements for opening any Individual Account under the Program, you agree and acknowledge that the minimum balance required for

maintaining an Individual Account in the Program is $0.01 for all Individual Accounts other than Smart Portfolios, which is further described in Attachment C hereto (the "Minimum Balance"). Stash will review Individual Accounts in the Program periodically to identify any Individual Accounts with a balance below the Minimum Balance. If the balance for any of your Individual Account falls below the applicable Minimum Balance, Stash reserves the right to terminate this Advisory Agreement, your Individual Account and/or your Stash Account. Stash reserves the right in its sole discretion to (i) waive such Minimum Balance requirement, and (ii) implement a minimum balance required to open an Individual Account at any time. For the avoidance of doubt, to the extent you do not open a Stash Account and only receive the Financial Counseling Service, this Section does not apply to you and you are not subject to the Minimum Balance requirements described herein.

4. Brokerage and Custody

Your receipt of brokerage services pursuant to the Program requires that you enter into the Customer Agreement and establish an Individual Account. The Customer Agreement pertains to the brokerage services provided by Stash Capital and Apex to effect brokerage transactions in your Individual Accounts. 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 Individual Accounts; (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 Individual Accounts 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 for your Individual Accounts, and only at your direction for all Individual Accounts other than your Smart Portfolio. For more information on trading authority in your Smart Portfolio, refer to "II. Trading Authority and Your Instructions" in Attachment C hereto. You acknowledge and agree that orders for purchases or sales of Securities in your Individual Accounts 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 your Individual Accounts. You further acknowledge and agree that Stash places orders to buy and sell Securities on your behalf for your Individual Accounts, only at your direction for all Individual Accounts other than your Smart Portfolio, during distinct trading windows during normal market trading hours. As of the effective date of this Advisory Agreement, Stash generally places orders during four distinct trading windows; however, the frequency of these distinct trading windows may be limited during adverse market conditions or during shortened trading sessions or otherwise changed in Stash's sole discretion. There is no guarantee that any order you place will be executed during any particular trading window. The Program and the Platform are not designed to support real-time trading. 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. Except to the extent otherwise provided herein, 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, or (ii) in connection with the termination of your Stash Account pursuant to the terms and conditions of this Advisory Agreement. Other than in connection with our automated deposit features (as described in Attachment B), 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 other than (i) in connection with any rewards or promotional program(s) offered by Stash and/or its affiliates, or (ii) as otherwise provided in this Advisory Agreement.

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 Individual Accounts. 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 will receive additional revenue in connection with the Stash Accounts.

For example, Stash Capital (i) will receive all or a portion of certain of the ancillary expenses listed in Attachment F hereto that are paid by the Client; (ii) will 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) will share in revenue earned on premiums paid on borrowed Securities in connection with the Custodian's optional fully paid for securities lending program, and (iv) will 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 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, 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 made 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 D 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 an owner against the issuer of any Investment 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

After your Stash Account is established, 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 in accordance with the terms and conditions of this Advisory Agreement. You agree and acknowledge that, in

addition to your Stash Banking 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 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, including by facilitating such transfer through the use of the Automated Clearing House ("ACH") payment system (such bank or vendor that facilitates transfers through such system, the "ACH Operator"). 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 F, 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 or your Automated Selected Investments at the time(s) and in amounts calculated by Stash's portfolio management system. Further, in the event you initiate, authorize or direct a deposit of funds to your Stash Account simultaneous with a purchase of fractional shares of Selected Investments, you acknowledge that Stash's portfolio management system may round-up the amount necessary to fulfill your desired amount of fractional shares of Selected Investments associated with your purchase to the nearest penny, and you agree that Stash may debit this rounded-up difference from either the available cash in your Stash Account or your next deposit or transfer of funds to your Stash Account. You agree and acknowledge that any deposit or transfer to your Stash Account, and/or purchases of securities, may not be canceled by you following the initiation, authorization, and/or direction (as applicable) of such transaction. Orders from all Clients are combined and orders that have been approved are released to be executed. All orders are executed through the Broker's average price account. The Custodian will then allocate all executions to the Client's Stash Account with any residual (due to round-ups) eventually being allocated to Stash's fractional facilitation account in accordance with the Custodian's fractional share allocation program. 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 may not be invested in your Selected Investment(s) or Automated Selected Investments for up to five Business Days and that any 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 Investments that you had directed in connection with such deposit or transfer. Further, in the event a deposit or transfer of assets (including a deposit or transfer of assets made simultaneous with an instruction to purchase an Investment in one of your

Individual Accounts) into your Stash Account is not successful, is returned to your bank account or otherwise fails, you authorize Stash to instruct the Custodian to take any of the following actions: (i) reverse the credit to your Stash Account, or otherwise reimburse the Custodian and/or Stash if assets in your Stash Account are otherwise not sufficient for such final payment or the amount of such erroneous credit, or (ii) debit funds from one of your Individual Accounts (e.g. your Smart Portfolio) to sufficiently reimburse the Custodian and/or Stash to cover any such losses or outstanding balances owed as a result of such failed deposit. In addition, Stash and/or the Custodian may cancel or suspend the provision of services to you or cancel, delay, limit, restrict, or refuse any transaction at any time for any length of time without prior notice to you if Stash or the Custodian believes in good faith that such suspension or delay is necessary or appropriate.

You may, subject to the terms and conditions of this Advisory Agreement (including Attachment G hereto), fund your Stash Account by initiating or directing a deposit of $0.01 or more through the Platform at any time; provided, however, that solely with respect to your Smart Portfolio, once your Smart Portfolio meets a threshold of $1.00, Stash will automatically invest the total cash amount in your Smart Portfolio into the Automated Selected Investments. Further, Stash will not invest any cash in your Smart Portfolio into the Automated Selected Investments unless and until your total cash balance reaches a minimum threshold of $1.00. 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 as such features are made available to you in the sole discretion of Stash. The terms and conditions governing your use of our automated deposit features are attached as Attachment B, which are incorporated herein by reference. By enrolling in a feature, you acknowledge and agree to the terms and conditions as described in Attachment B. 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 B, 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 the earlier of (i) such time you turn such automated deposit feature off in the Platform, (ii) Stash determines in its sole discretion to restrict access to, terminate or remove such automated deposit feature from the Platform, or (iii) you close your Stash Account and/or this Advisory Agreement is terminated. You acknowledge and agree that Stash may in its sole discretion set different minimum deposit amounts for the purchase of each Investment.

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). Any violation of this paragraph may result in the immediate termination of this Advisory Agreement and your Stash Account, which will be determined in Stash's sole discretion.

7. Withdrawals

After your Stash Account is established, 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 (i) you connect an external bank account to your Stash Account, or (ii) you have a Stash Banking Account in good standing. You agree and acknowledge that, in addition to your Stash Banking 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. You agree that, by requesting a withdrawal, sale, or rollover, you authorize Stash to place an order with the Broker and/or Custodian on your behalf to sell Investments 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 Investments, may not be canceled 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. You agree that, by requesting a withdrawal, sale or rollover, you authorize Stash and/or 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/or the Custodian may require additional information from you before effecting any withdrawal, sale or rollover request, and that such requested withdrawal, sale 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 F, which fees shall be charged to the Client and shall be in addition to the Stash Fee. Additional information relating to withdrawals in your Smart Portfolio (as applicable) is included under "III. Withdrawals" in Attachment C hereto.

Notwithstanding anything to the contrary in this Advisory Agreement, for purposes of our account security, regulatory compliance and/or risk management processes, and notwithstanding any instructions from you to the contrary, Stash may, in its sole discretion, not honor a withdrawal request of funds to an external bank account that Stash is not able to fully verify as belonging to you. Under such circumstances, Stash reserves the right to send such requested funds to the depository account at the originating bank of such funds.

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 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 (including access to the Financial Counseling Service), 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, any ancillary fee, is 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 (including the Platform); (vi) to prevent a breach or violation of any term, condition, or other provision of this Advisory Agreement; (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; (viii) as a result of Stash being unable to charge your Stash Fee, and/or any ancillary fee; or (ix) as a result of your breach or violation of any term, condition, or other provision of this Advisory Agreement, the Customer Agreement, Stash's Terms of Use, or any other agreement or terms and conditions relating to the Program. 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, your Stash Account, one or more of your Individual 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 email to support@stash.com. Stash may terminate this Advisory Agreement, your Stash Account, one or more of your Individual Accounts, and/or your Platform Tier Service (if applicable) at any time for any reason by sending you a notice of termination by email, 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 will occur as follows:

- If either Stash or you terminate this Advisory Agreement, the Customer Agreement applicable to any and all of your Individual Accounts will be deemed to have been simultaneously terminated and any and all of your Individual Accounts and your Stash Account will be terminated;
- If you have chosen to purchase a Platform Tier Service, and 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 Individual 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 in any of your Stash Account when Stash sends or receives a request to close your Stash Account;
- If either Stash or you terminate your Stash Account, Stash, and/or the Custodian will, before closing your Stash Account, deduct any unpaid fees and other outstanding amounts owed to Stash, and/or the Custodian, including those owed for ancillary fees and services (as further described below), including paper delivery of documents, transfer of shares, or physical delivery of shares; and
- If either Stash or you terminate your Stash Account, this Advisory Agreement will terminate seven (7) business days from the end of your applicable monthly billing period in which such Stash Account is terminated.

If either Stash or you request to close your Stash Account, you hereby authorize Stash to instruct the Broker and/or Custodian to sell all positions held in your Stash Account (including any of your Individual Accounts) and any distributions generated by such shares following such request, and to send the cash (including any refunds owed to you, as applicable), 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 (including ancillary fees, as applicable). 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. Further, in the event you request that shares be transferred to another custodian or broker-dealer in accordance with this paragraph, you acknowledge and agree that once you initiate this process you will not be allowed to reopen your Stash Account and your access to and ability to use the Platform will be limited until the transfer process is complete.

Upon cancellation or termination of this Advisory Agreement or your Stash Account, Stash will continue to provide advisory services through the end of your applicable monthly billing period in which such Stash Account and/or Platform Tier Service are terminated, by permitting you to access the Platform and/or Program, including the Financial Counseling Service (without the power to effect brokerage transactions, as applicable), provided, however, that if a Client is not approved to open a Stash Account or their Stash Account is closed for any reason related to anti-money laundering, fraud or sanctions, then Stash may immediately terminate such Client's relationship with Stash. Please refer to Section 11 below for more detailed information.

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 Securities, any assets in their 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 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 Stash 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 Securities,or any other 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-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 for all account types, and, accordingly, the Stash Fee as described herein is due upon receiving such services.

A. Per-Tier Fees

Stash offers services provided 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 purchase services through a Platform Tier Service, the Stash Fee is a "per-tier" fee, which 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 two types of Platform Tier Services available to you, referred to herein as Tier 1 and Tier 2, but which may vary by name. Any non-advisory services provided in connection with any of the Platform Tier Services may be 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 may not result in an investment advisory relationship with Stash, in which case Stash has no corresponding fiduciary duty with respect to such services.

In the case you elect to purchase the Tier 1 Platform Tier Service, you will receive the Program as it relates to one Personal Portfolio, one Smart Portfolio and one IRA, regardless of whether or not you elect to open and/or use any such Individual Accounts. If you do not open any of these Individual Accounts or should any and all such Individual Accounts be closed, the advisory services you will receive from Stash will only be the Financial Counseling Service pursuant to the additional terms and conditions set forth in Attachment A hereto. The amount of the Stash Fee charged for the Tier 1 Platform Tier Service is $3 per month. Any discount in the Stash Fee applicable to the Tier 1 Platform Tier Service shall be calculated by Stash in its sole discretion.

In the case you elect to purchase the Tier 2 Platform Tier Service, you will receive the Program as it relates to one Personal Portfolio, one IRA, one Smart Portfolio and two UGMA/UTMA accounts. If you do not open any of these Individual Accounts or should any and all such Individual Accounts be closed, the advisory services you will receive from Stash will only be the Financial Counseling Service pursuant to the additional terms and conditions set forth in Attachment A hereto. The amount of the Stash Fee charged for the Tier 2 Platform Tier Service is $9 per month. In the event you purchase the Tier 2 Platform Tier Service and desire to open more than two UGMA/UTMA accounts, the Stash Fee applicable to any such additional account is $1 per month. Any discount in the Stash Fee applicable to the Tier 2 Platform Tier Service shall be calculated by Stash in its sole discretion.

B. Ancillary and Other 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 F and Attachment G, respectively, and which are incorporated by reference herein. The Stash Fee does not include fees charged by each ETF's and/or other similarly traded Securities' investment adviser(s) or other fees and expenses that are reflected in the price of each ETF's and/or other similarly traded Securities' shares. In addition, the Custodian may pass through to you additional fees or costs that it is invoiced for or incurs from third-parties as a result of a Client's action (e.g., resulting from certain ACH return codes, fees associated with American Depositary Receipts, etc.) regardless of whether such fees or costs are specifically denoted herein. Further, Stash, Stash Capital and/or the Custodian may charge fees in addition to the Stash Fee for ancillary services as disclosed in Attachment F 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 either 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, or if you receive such paper documents as a result of the email address associated with your Stash Account being deemed invalid, 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 waive or adjust the amounts or types of fees they charge for ancillary services. Fees for ancillary services will be deducted from your Stash Account, your Funding Account, or your debit or credit card, 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 email 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, fully paid for securities lending programs, and certain payments for order flow, 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 a Client in connection with the provision of the Stash Debit Card to such Client. Stash will not be precluded by any such conflict from exercising its judgment in your best interest.

C. Other Terms and Conditions of Stash Fees

Unless otherwise agreed between the parties hereto, the Stash Fee is payable either (in Stash's sole discretion) (i) monthly in advance, which will be billed during the monthly period for which the services are performed, or (ii) annually in advance, which will be billed during the annual period for which the services are performed. The monthly billing period is each calendar month. The annual billing period starts on your initial billing date and lasts for the twelve (12) calendar months that follow. Stash reserves the right to limit your ability to prepay your Stash Fee on an annual basis, thus only allowing you to prepay on a monthly basis. In the event you contact Stash and directly authorize Stash customer service to purchase a Platform Tier Service on your behalf, you will have automatically agreed to pay your respective Stash Fee monthly in advance (and you may subsequently elect to pay your respective Stash Fee annually in advance instead, as permitted by Stash). The Stash Fee is determined as described in Section A.

Clients prepay the Stash Fee for a bundle of advisory services, which are provided by Stash upfront. Clients may continue to receive access to the Platform and certain advisory services under the Program even without opening a Stash Account or 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 Clients to access the Platform and certain advisory services under the Program. In the event of the closure of your Stash Account and/or cancellation of your Platform Tier Service (as applicable), Stash will not refund any prepaid portion of the Stash Fee for the monthly billing period in which your Stash Account is closed and/or Platform Tier Service is canceled. In such case, Stash will continue to provide you with the Financial Counseling Service and you will retain access to the Platform and/or Program (without the power to open an Individual Account or otherwise effect brokerage transactions, as applicable) through the end of the monthly billing period in which your Stash Account is closed and/or Platform Tier Service is canceled. If you are permitted by Stash and elect to prepay your Stash Fee in advance annually, (i) and if your Stash Account is closed and/or your Platform Tier Service is canceled, then Stash shall refund the prepaid portions of the Stash Fee for the remaining months in your annual billing period including any remaining fee credits (referenced below), with the exception of the monthly billing period in which your Stash Account is closed and/or Platform Tier Service is canceled; (ii) and in the event you either purchased the Tier 2 Platform Tier Service on annual basis and later wish to downgrade to the Tier 1 Platform Tier Service or you later elect to change your billing frequency from an annual billing period to a monthly billing period, then Stash will either refund or provide fee credits to your Stash Account in an amount that reflects the remaining prepaid portions of your Stash Fee for the remaining months in your annual billing period. If you have a Stash Account, have elected to pay your Stash Fee by debit and/or credit card, and you have not successfully connected a Funding Account to your Stash Account, any refunds you are owed in accordance with this Advisory Agreement will be credited to the available cash balance in your Stash Account. Notwithstanding anything to the contrary in this paragraph, if you are not approved to open a Stash Account or

your Stash Account is closed for any reason related to anti-money laundering, fraud or violation of any applicable laws or regulations, then we will immediately terminate your relationship with Stash.

Stash reserves the right to discount or waive the Stash Fee, any portions of the Stash Fee, or any other fees or portions thereof (including the ancillary services disclosed in Attachment F associated with the Program in its sole discretion, and may also in its sole discretion permit you to freeze or pause the use of your Stash Account for a predetermined period of time. If you have elected to purchase a Platform Tier Service, you may change your Platform Tier Service and corresponding Stash Fee via the methods permitted by Stash through the Platform or by contacting Stash at (800) 205-5164 or by sending an email to support@stash.com.

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 paid by certain debit and/or credit cards as permitted by Stash in its sole discretion. After your Stash Account is opened and funded, as applicable, the Stash Fee may be deducted from any one of your Individual Accounts or your Funding Account, as described below, or paid by certain debit and/or credit cards if and as permitted by Stash in its sole discretion. If you have a Stash Account and elect to continue to pay the Stash Fee by debit and/or credit card and your payment method fails, then Stash will deduct the Stash Fee from either the free cash balance in any one of your Individual Accounts or from your Funding Account; however, Stash may, as necessary and in its sole discretion sell securities in any one of your Individual Accounts 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 one one of your Individual Accounts (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. If payment of your Stash Fee is overdue regardless of payment method, except with respect to charges then under reasonable and good faith dispute, Stash may limit, restrict, or refuse any provision of services or features available to you under the Program or terminate this Advisory Agreement.

You authorize and direct Stash and Stash Capital to deduct the Stash Fee directly from your Funding Account, or your debit and/or credit card if and as permitted by Stash in its sole discretion, and/or to instruct the Custodian to sell, as necessary, securities in any one of your Individual Accounts and to transfer money out of such account to pay Stash the Stash Fee, including any outstanding fees or Stash Fees that you owe from prior billing cycles, and any other ancillary fees as described in Attachment F, except with respect to any charges then under reasonable and good faith dispute 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 Individual Account(s), in accordance with Stash's rebalancing procedures and portfolio management system, including as described in this Advisory Agreement. Fees deducted from your Individual Account(s) 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. Stash may collect any outstanding fees or Stash Fees that you owe in connection with prior billing periods. 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) and Relationship Summary. In the event of a change in fees, Stash will provide you notice electronically via the Platform. You agree to check the Platform 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 not looking to invest with Stash or 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.

The Stash Fee is charged as a fixed fee that does not vary based on the value of your Stash Account and accordingly, the overall Stash Fee paid may be disproportionately high relative to the value of your Stash Account, as applicable. You further represent and warrant, and have determined, that the Stash Fee is reasonable irrespective of whether you have a Stash Account or, if applicable, your Stash Account value.

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 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 email to support@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 Stash 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 Stash Account.

13. Notices and Communication

Communications will be sent to the Client at the email and/or physical address provided by the Client at the time the Client completes the registration process or opens any Individual Account, or to another email and/or physical address as may be provided to Stash in writing in the future. All communications sent to the Client at the given email 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 and/or other types of assets 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 or that you will avoid financial loss. The value of your Stash Account and the assets held in your Stash Account 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. Your Stash Account may suffer loss of principal, and income, if any, may fluctuate.

More information on the risks associated with your Stash Account, the Program, and use of the Platform can be found on the Website and the Brochure and Relationship Summary.

16. Limitation of Liability and Indemnification

To the fullest extent allowed by applicable law and unless Stash has breached it's fiduciary duty, the Agreement or otherwise violated 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 with respect to 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 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 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 (including any Securities, or other Investments held 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.

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 advising 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.

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. 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 a fund 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 Stash, the ACH Operator or Custodian may make transfers for withdrawals from your Stash Account 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 or other fund transfer to make deposits or withdrawals with respect to your Stash Account or Funding Account. **You agree that processing of ACH or other fund 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 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 or other fund transfer associated with a deposit is provisional until the Custodian receives payment. Without limiting any other rights of Stash, the Custodian to delay a withdrawal or deny a request for a withdrawal, Stash and/o rthe 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 (i) reverse the credit to your Stash Account, or 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, and/or (ii) cancel or 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. 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 emails linking to the Website, other emails, text messages, and traditional mail. Notwithstanding anything herein, Stash does not need to provide you with prior notice of any amendments to the Program or this Advisory Agreement that are beneficial to you.

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 email 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 email 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 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;**
- **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 and Relationship Summary

You acknowledge receipt of the Stash Wrap Fee Program Brochure (the "Brochure") and Relationship Summary, 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 and Relationship Summary are 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 emailing at the telephone number(s), mailing address, and/or email address(es) you provide in connection with your Individual Account, including any additional or updated telephone numbers, mailing addresses, or email 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 the Client Information you provide through the Platform is contingent on the services under the Program in which you elect to subscribe. Clients that do not open a Stash Account complete a streamlined registration process and do not complete Stash's suitability questionnaire. Such Clients are only required to (i) provide Stash with a name, email address, date of birth, home address, cell phone number, and debit or credit card payment method; (ii) select a subscription plan; and (iii) agree to pay the Stash Fee, and will only receive impersonal investment advice from Stash in the form of the Financial Counseling Service. As explained above, in order to establish a Stash Account and receive brokerage and other services pursuant to the Program, Stash must obtain additional Client Information and Stash, Broker, the Custodian must perform certain compliance functions (further described below) and provide approval to open such account. You further acknowledge and agree that Stash shares some or all of this 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 acknowledge and agree that Stash relies on the Client Information you provide through the Platform to provide certain advisory services under the Program, including the Platform's provision of any Suggested Investment, Automated Selected Investments or Securities Advice.

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. Authorization for the Social Security Administration to Disclose Your Social Security Number Verification

If you create a Stash user profile or elect to open a Stash Account, you hereby authorize the Social Security Administration ("SSA") to verify and disclose to Stash through their third-party service provider, for the purpose

of this Program whether the name, Social Security Number (SSN) and date of birth you have submitted matches information in SSA records. Your consent is for a one-time validation within the next 90 days.

26. 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 your Selected 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. The Financial Counseling Service provided by Stash is impersonal in nature, which means that the advice, whether provided by written material or oral statements, is not tailored to the individual needs of a specific Client or group of Clients and does not purport to meet the objectives or needs of specific Clients or accounts (such impersonal investment advice that is provided as part of the Financial Counseling Service shall be deemed "Financial Counseling Advice" herein). Furthermore, the type of Financial Counseling Advice provided by Stash varies based on the type of Platform Tier Service purchased by each Client. There are two Platform Tier Service subscription plans available to you, as outlined above. The purpose of the Financial Counseling Advice is to provide Clients education and other information on an investment topic or topics relevant to their Platform Tier Service, as well as data, statistics, and/or written analysis, and may be distributed through the Platform and/or delivered by email.

In the event you elect to purchase the Tier 1 Platform Tier Service, you will receive access to the Financial Counseling Advice as it relates to (i) one or more reports and educational materials about investing and financial planning for beginner investors, including limited qualitative and/or quantitative analysis on financial markets along with the ability to view (but not the ability to transact in) the Investments through the Platform. n the event you elect to purchase the Tier 2 Platform Tier Service, you will receive access to the Financial Counseling Advice as it relates to educational materials about investing and financial planning for families and access to the Market Insights Reports (as described further below), along with the Financial Counseling Advice included in the Tier 1 Platform Tier Service.

The Market Insights Reports is a monthly market insights report on financial markets, sectors, industries, and the economy. Market Insights Reports include qualitative and/or quantitative analysis on financial markets. 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 Financial Counseling Service may supplement other investment advisory services made available to Clients or will be offered separately from the investment and brokerage services related to other investment advisory services made available through the Platform.

II. Access to the Financial Counseling Service

Clients are on-boarded to the Platform in two-phases. In order to initially subscribe to the Platform, all Clients must accurately provide Stash with their name, date of birth, cell phone number, home address, email address, and social security number, select a Stash subscription plan (i.e., Individual Account or Platform Tier Service), and agree to pay the Stash Fee (unless Stash agrees to waive such fee, in its sole discretion).

Upon completion of the first phase of the registration process, Clients will receive the Financial Counseling Service as it relates to their subscription plan. A Client's access to the Platform will be limited to the Financial Counseling Service unless or until such Client completes the second phase of the registration process. As detailed above, the type of Financial Counseling Advice provided by Stash via the Platform as part of the Financial Counseling Service is based upon the Platform Tier Service selected by each Client.

In order to open a Stash Account (in addition to any other additional advisory services bundled under your subscription plan) under the Program, Clients must complete the second phase of the registration process via the Platform and receive approval to establish a Stash Account. Under the second phase of the registration process, Clients are required to (i) provide Stash with additional Client Information, described in Section 23 above, for customer identification purposes and anti-money laundering purposes and to confirm that United States firms like Stash, Broker, and Custodian are permitted to provide such Client with services under applicable United States economic sanctions against various countries, individuals, and organizations; and (ii) complete a suitability questionnaire. Clients that are approved to open a Stash Account will receive additional Platform entitlements, based on their elected subscription, and will only then be able to open any Individual Accounts included in their subscription plan, deposit money into such Individual Accounts, invest, and/or receive personal investment advice.

If a Client is not approved to open a Stash Account (i) for any reason related to anti-money laundering or sanctions, then Stash may immediately terminate the Client's relationship with Stash; or (ii) for any other reason in the ordinary course (e.g., indeterminate/rejected Clients), then the Client will continue to receive Financial Counseling Services and pay the Stash Fee unless such Client elects to cancel their subscription. For more information on access to the Financial Counseling Service if a Client elects to cancel their subscription or upon termination of a Client's relationship with Stash, please refer to Section 11 of the Advisory Agreement.

III. Financial Counseling as a Separate Service

When the Financial Counseling Service is offered separately from other investment advisory services made available through the Platform, 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.

IV. 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.

You acknowledge and agree that Stash does not rely on the Client Information you provide through the Platform to provide the Financial Counseling Service, including Financial Counseling Advice. You further acknowledge and agree that the Financial Counseling Advice Stash provides is impersonal investment advice, consistent with the Advisers Act, and as such, will not be tailored to your individual needs.

You acknowledge that the Financial Counseling Advice is based on 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.

V. Changes to the Financial Counseling Service

Subject to change in the future, and 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.

Attachment B: Auto-Stash Features Terms and Conditions

I. Set-Schedule Feature

Set-Schedule is a feature that, as made available by Stash in each of your Individual Accounts 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. You acknowledge and agree you are limited to a maximum number of five hundred (500) Set-Schedule allocations across all of your Individual Accounts at any given time.

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 in accordance with the then-effective terms and conditions of the Stock-Back ® Rewards program or any varying versions of its Stock-Back ® Rewards program.

II. Terms & Conditions Applicable to All Foregoing Features

By activating any one or more of the foregoing features electronically, you are accepting and agreeing to the terms and conditions of this Advisory Agreement (including, for the avoidance of doubt, Sections 6, 7, 8 and 16 of this Advisory Agreement. By enabling any of these features, you are initiating, authorizing, and directing the recurring electronic transfer of funds from your Funding Account in accordance with this Advisory Agreement. 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 or other fund transfer 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 transfer 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. 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. **You acknowledge and agree that Stash may terminate or remove from the Platform any of the automated deposit features described in this Attachment B at any time, or add new automated deposit features to this Attachment B, without notice to you, and within its sole discretion.**

Attachment C: Stash Smart Portfolio Additional Terms and Conditions

I. Program Advisory Services

With respect to Smart Portfolios offered through the Program, Stash offers model portfolios comprised of various publicly traded securities, including, primarily without limitation, ETFs and/or other similarly traded Securities, which may be selected by Stash, its affiliates or third parties, and various Portfolios, which may be developed by Stash, its affiliates or third parties. The Investments selected by Stash that comprise each of the Smart Portfolios shall be collectively referred to hereunder as "Automated Selected Investments".

The Automated Selected Investments are selected to allocate assets among a diversified collection of Securities across different asset classes, industries, economic sectors, geographic regions, social beliefs, and/or investment strategies. As of the date of this version of the Advisory Agreement, the Program is offering Smart Portfolios selected by Stash, which invest in unaffiliated Securities. Stash reserves the right to change, in its sole discretion from time to time and without prior notice to Clients: (i) the Securities available through the Program that it deems appropriate to address the investment objectives, investment time horizons, and risk tolerances of its Clients; (ii) the types of Smart Portfolios available through the Program that it deems appropriate to address the investment objectives, investment time horizons, and risk tolerance of its Clients; (iii) the Automated Selected Investments that comprise each of the Smart Portfolios; and (iv) the relative weightings of the Automated Selected Investments in each Smart Portfolio.

With respect to its provision of Smart Portfolios to Clients, 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 Automated Selected Investments, and may change any such investment service provider or select one or more additional such investment service providers. In the future, Stash may also offer affiliated Automated Selected Investments in its Smart Portfolios. For the avoidance of doubt, Stash currently offers Smart Portfolios itself without the assistance of any such investment service providers, and does not currently offer any affiliated Automated Selected Investments in its Smart Portfolios.

Stash will use the Platform to provide automated, discretionary investment advice through its Smart Portfolios based on certain Client Information that you provide. The Program does not consider the entire range of information provided through the Platform for purposes of selecting the Automated Selected Investments and managing Smart Portfolios. You should understand that the Platform currently relies solely on the questions relating to investment time horizon and risk tolerance in selecting Automated Selected Investments, and that these factors are not weighted equally. You agree to access and review through the Platform information identifying and describing the Automated Selected 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 Automated Advice and the Automated Selected Investments comprise a portion of the investment advice that Stash provides to you. However, you agree that there is no guarantee, representation, warranty, or covenant that the Automated Selected Investments will perform better over any period than any other Investment or combination thereof made available through the Platform or otherwise available in the market.

You acknowledge and agree that your Smart Portfolio is a discretionary investment advisory program, and not a self-directed brokerage service. By opening a Smart Portfolio, you grant Stash the discretionary authority to select which securities to buy and sell and when to place orders for the clearing and execution of securities.

You are bound by the Automated Selected Investments generated on the Platform for you and do not have the ability to select other Investments available through the Platform in lieu of or in addition to the Automated Selected Investments available to you through the Platform. You may cause the Platform to generate different Automated Selected Investments by revising your Client Information and adjusting the risk preference associated with your Smart Portfolio, as described below.

The parties intend that the Smart Portfolio come within the safe harbor from the definition of "investment company" provided by Rule 3a-4 under the Investment Company Act of 1940, as amended. For each Client, Stash will: (i) advise the Client on the Automated Selected Investments selected for the Smart Portfolio and any reasonable investment restrictions to be imposed by the Client; (ii) be knowledgeable about each Client's Smart Portfolio and reasonably available to the Client for consultation; (iii) monitor each Client's financial situation and investment objectives for changes and advise the Client about the effect of any change on the continuing suitability of the Smart Portfolio and the Automated Selected Investments; and (iv) at least quarterly notify the Client in writing to contact Stash, and at least annually contact the Client to determine, if there have been any changes to your Client Information or investment objectives, or the Client wishes to impose or modify reasonable restrictions on the management of the Smart Portfolio. Stash will maintain in its files, and provide to you upon request, documentation of Stash's performance of the foregoing obligations.

You may request to change your investment objectives and risk and financial parameters attributable to your Smart Portfolio at any time by revising your Client Information, which may generate changes to the set portfolio allocation of your Automated Selected Investments in your Smart Portfolio. Any such changes to your Smart Portfolio are subject to Stash's review and approval. If such changes are approved by Stash, you acknowledge and agree that Stash will generate changes to the set portfolio allocation of your Automated Selected Investments in your Smart Portfolio that are consistent with your updated Client Information, and Stash will notify you of the timing of any such changes in accordance with this Advisory Agreement. You are not able to directly change your Automated Selected Investments, other than as expressly stated in this Advisory Agreement (for example, by imposing reasonable restrictions as permitted in your Smart Portfolio).

You acknowledge and agree that Stash is solely responsible for the decision to invest in your Automated Selected Investments. Stash shall have the authority and discretion to designate the Automated Selected Investments for implementation in your Smart Portfolio. You further acknowledge and agree that it is your responsibility to review the information available in your Smart Portfolio and update the information through the Platform promptly if there are any changes to your financial situation, goals, objectives, personal circumstances, time horizon or if other relevant information changes or becomes available. Stash's Automated Advice, in the form of Automated Selected Investments, shall not constitute legal or tax advice, analysis or opinion.

While your Smart Portfolio may include investment advice that trades 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 Smart Portfolio 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 Stash's choice of or changes to holdings in your Smart Portfolio, access interruptions, and hardware or software failures) can impact the extent to which holdings in your Smart Portfolio will replicate any particular allocation at any particular point in time. You further understand and agree that any strategic investment advice offered through your Smart Portfolio is based on a long-term view of the market.

Accordingly, neither your Smart Portfolio nor the Program provides 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 your Smart Portfolio and the Program, you agree that Stash provides discretionary investment advice and shall have a duty to, and make guarantees that it will, review the assets in your Smart Portfolio no less frequently than quarterly to ensure that the account asset allocation has not drifted by 5% or more from the set asset allocation associated with your Smart Portfolio, which shall be determined by Stash in its sole discretion. If at quarter end the allocation in your Smart Portfolio is 5% or greater from the set asset allocation, the account will be rebalanced to the set asset allocation. Additionally, your Smart Portfolio will be rebalanced annually to the set asset allocation at the end of each calendar year, regardless of drift percentage relative to the set asset allocation, unless Stash reasonably determines in good faith that such annual rebalancing would not be in your best interest, at which point Stash will notify you via the Platform or via email that such annual rebalancing will not be performed in your Smart Portfolio. Stash may, in its sole discretion, change the set asset allocation for your Smart Portfolio pursuant to market movement or conditions.

You acknowledge, understand and agree that:

- Stash will provide investment advice and deliver the advisory services solely through the Platform and via email;
- With respect to your Smart Portfolio, 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 email;
- Stash will not transact in or hold securities in your Smart Portfolio other than the Securities that are offered through the Program; and
- The Stash Fee does not include fees charged by investment adviser(s) of any ETF or similarly-traded Security or other fees and expenses that are reflected in the price of any ETF or other-similarly traded Securities that are held in your Smart Portfolio. Any such fees shall be borne by you.

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, which may include unaffiliated vendors or contractors that hold a non-controlling ownership interest in an affiliate of Stash, Stash Financial, Inc. 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.

II. Trading Authority and Your Instructions

Stash will direct and be responsible for the direction of investments through your Smart Portfolio. It is the Client's responsibility to conduct and monitor the inflows and outflows to and from the Smart Portfolio by using the Platform to initiate deposits to and withdrawals from the Client's Smart Portfolio. Stash shall have discretion over assets in your Smart Portfolio to the extent that Stash shall have the following authority in connection with its provision of advisory services under this Advisory Agreement:

- to purchase, sell, hold and modify, on your behalf, from time to time which Securities are offered through the Program and which Automated Selected Investments comprise your Smart Portfolio;

- to determine when, how often, and in what amounts to invest or reinvest dividends in your Smart Portfolio;
- to determine when, how often, and in what amounts to have uninvested cash in your Smart Portfolio held through the Custodian's bank sweep program;
- to determine and modify from time to time procedures used in trading and allocating Automated Selected Investments in your Smart Portfolio;
- to determine the timing of purchases in relation to deposits in your Smart Portfolio;
- to determine the timing of sales and withdrawals in relation to requests for withdrawals or transfers in your Smart Portfolio; and
- to determine the action taken in response to a corporate action related to Automated Selected Investments held in your Smart Portfolio provided that no proxy is required to do so and the action taken by Stash is deemed to be in your best interest.

Stash places orders to buy and sell Securities for your Smart Portfolio during distinct trading windows during normal market trading hours. As of the effective date of this Advisory Agreement, Stash generally places such orders during one distinct trading window; however, the frequency of this distinct trading window may be limited during adverse market conditions or during shortened trading sessions or otherwise changed in Stash's sole discretion. There is no guarantee that any order you place will be executed during any particular trading window. Your Smart Portfolio is not designed to support real-time trading.

For the avoidance of doubt, once your Smart Portfolio meets a threshold of $1.00, Stash will automatically invest the total cash amount in your Smart Portfolio into your Automated Selected Investments. Further, Stash will not invest any outstanding cash in your Smart Portfolio into your Automated Selected Investments until your total cash balance reaches a minimum threshold of $1.00. When there's sufficient cash in your Smart Portfolio, you are hereby authorizing Stash to exercise investment discretion to determine which Automated Selected Investments to purchase in order for your Smart Portfolio to remain aligned with your set portfolio allocation.

When Stash receives notice of a vote regarding a corporate action, legal proceeding or other related matter for a security in the Client's Smart Portfolio, Stash will forward such notice to the Client's email. It shall be the Client's sole responsibility on whether to vote and how to vote and whether to engage in any legal proceeding.

The Automated Selected Investments purchased or sold at your direction and/or held in your Smart Portfolio may be either whole shares or fractional shares, depending upon the cost of the shares and the dollar amount contributed to your Smart Portfolio. To the extent that fractional shares of any Automated Selected Investments are allocated to a Smart Portfolio on behalf of any Client, the Custodian divides a whole share and allocates (i) any fractional shares to the Client's Smart Portfolio, and (ii) any excess fractional shares to Stash's fractional facilitation account, all in accordance with the Custodian's fractional share allocation program. Accordingly, Stash accumulates fractional shares in its fractional facilitation account held with the Custodian. In accordance with the policies pertaining to the Custodian's fractional share allocation program, Stash has developed policies pertaining to the management of its fractional facilitation account whereby Stash will manage the fractional facilitation account through trades in whole share quantities. You understand and agree that fractional shares held at the Custodian are typically unmarketable and illiquid and, as a result, such fractional shares generally may not be transferable to another brokerage account. In the event of a liquidation or transfer of the assets in your Smart Portfolio 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 in accordance with the Custodian's account transfer policies.

There is no minimum balance required for opening a Smart Portfolio. Stash, however, reserves the right to implement a minimum opening balance requirement in its sole discretion. Furthermore, you agree and acknowledge that the minimum balance for maintaining a Smart Portfolio is $5.00 (the "Minimum Balance"). Stash will review Smart Portfolios in the Program periodically to identify any Smart Portfolio with a balance below the Minimum Balance. Except as a result of market movement or conditions in the market, if the balance for your Stash Account falls below the Minimum Balance, Stash reserves the right to terminate this Advisory Agreement and/or your Smart Portfolio. 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 Smart Portfolio has been closed. Such Clients may already have one or more other Individual Accounts opened with Stash, and/or will receive our Financial Counseling Service, as part of their Platform Tier Service. Clients that receive our Financial Counseling Service remain Stash account holders, whose accounts are under advisement by Stash.

III. Withdrawals

When you request a sale of Automated Selected Investments in your Smart Portfolio, you are hereby authorizing Stash to exercise investment discretion to determine which Automated Selected Investment(s) to sell in order for your Smart Portfolio to remain aligned with your set portfolio allocation. You acknowledge and agree that if you request a withdrawal or sale of Automated Selected Investments in your Smart Portfolio and following the sale of such securities by Stash at the time and in the amounts calculated by Stash's portfolio management system your Smart Portfolio falls below the Minimum Balance, then Stash reserves the right to terminate your Smart Portfolio. Further, if you request a withdrawal or sale of Automated Selected Investments in your Smart Portfolio in an amount equal to 90% or more of the total balance in your Smart Portfolio immediately prior to the execution of your withdrawal or sale request, then Stash reserves the right to terminate your Smart Portfolio.

Stash will undertake good faith efforts to process and place orders for sales or withdrawals in your Smart Portfolio on the Business Day you request such sale or withdrawal, but you acknowledge and agree that such orders may be placed at any time within five (5) Business Days after your request. You also acknowledge and agree that the Custodian will not initiate a transfer of money for a withdrawal until the Business Day after the last applicable sale attributable to such withdrawal has settled in your Smart Portfolio, and that it may take up to seven (7) to ten (10) Business Days after the Custodian initiates a transfer of money for the proceeds of such withdrawal to arrive at the destination account; provided, however, that in the event you authorize a deposit of funds into your Smart Portfolio during the time period that a withdrawal request is being processed, you hereby acknowledge that such deposit request may cause your withdrawal request to take up to five (5) additional Business Days longer to complete. Further, in the event a withdrawal request in your Smart Portfolio fails (e.g. the destination account is not properly linked to your Smart Portfolio), the proceeds resulting from any sales in your Smart Portfolio will remain in your cash balance for up to five (5) Business Days. If the error is not cured after such time, Stash will automatically reinvest any available cash resulting from such sales in accordance with your set asset allocation.

Attachment D: Stash Custodial Account Additional Terms and Conditions

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.

Attachment E: Stash IRA Additional Terms and Conditions

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.

You may rollover assets in a retirement plan or account maintained by a third party custodian or recordkeeper to an IRA by having a check sent directly to the Custodian. You need to take additional steps to complete the transfer or rollover you requested, which may include notating certain personal identifying information on the check and/or contacting the third party custodian or recordkeeper that maintains the assets you wish to transfer or rollover, and you acknowledge that your transfer or rollover request may not be completed until you have taken such additional steps. You acknowledge and agree that any such transfer or rollover will be subject to the terms and conditions of the IRA Customer Agreement. Before deciding to roll over a retirement account, you should consider your personal circumstances and needs. If you are considering moving from one account to another, you typically can decide among a number of options such as: (i) keep the assets in the existing plan or account; (ii) roll over the assets to your new employer's plan (if applicable); and/or (iii) roll over the assets to an IRA. These options may offer different benefits and drawbacks in the context of your overall planning and retirement goals. Some general considerations include fees and expenses, available investment options, distribution rules including required minimum distributions, tax considerations, protection from creditors and legal judgments, differences in service levels, and other factors that may be specific to your circumstances. Any communications by Stash to you about rollovers are provided to you solely on the basis that they are educational and intended to provide you with general information that does not address your specific personal circumstances. They are not intended to be an individualized recommendation that you take any particular action.

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. 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 F: Ancillary Fees 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, and in some cases may be beyond our control, and are 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) a portion of certain of the fees listed below that are paid by the Client.

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 - $2 per check

Returned Checks - $30 per check

Overnight Check - $50 per check

Account-Based:

Electronic Statement & Electronic Trade Confirms – $0

Paper Confirms – $2.50 per confirm

Paper Account and Tax Statements – $5 per statement

Paper Prospectuses - $1.50 per prospectus

Escheatment Processing & Notice - $7 per account

ACAT (Automated Customer Account Transfer):

ACAT Outgoing – $75 per account

ACAT Incoming – $0

Other

ADR fees - $0.01 to $0.03 per share (depending on the specific security)

Voluntary Reorganization (Domestic issuer) - $50

Voluntary Reorganization (International issuer) - $100

Stop Check Payments - $30

Margin sell out - $25 per ticket

Non-transferrable Stocks - $10 per month per stock

Check Copies - $15

Swift Wire Fee - $25

Negative account balance interest will be accrued daily at the effective federal funds interest rate plus up to 300 basis points, and will be charged on a monthly basis