

# **INVESTMENT ADVISORY CLIENT AGREEMENT**

## **Stackin Financial, LLC**

Investment Advisory Client Agreement - effective as of September 20, 2019 unless otherwise noted herein.

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

YOU MUST READ AND CONSIDER THIS ADVISORY AGREEMENT CAREFULLY AND ADDRESS ANY QUESTIONS YOU MAY HAVE WITH STACKIN BEFORE ENTERING INTO THIS ADVISORY AGREEMENT. PURSUANT TO THE STACKIN FINANCIAL, LLC. ESIGN AGREEMENT (THE “ESIGN AGREEMENT”) THAT YOU ARE REQUIRED TO ENTER INTO AS A CONDITION OF EXECUTING THIS ADVISORY AGREEMENT, CLICKING THAT YOU ACCEPT AND COMPLETE PURCHASE HAS THE SAME LEGAL EFFECT AS MANUALLY SIGNING A PAPER VERSION OF THIS ADVISORY AGREEMENT AS WELL AS ANY OTHER AND THAT YOU WILL BE LEGALLY BOUND BY ITS TERMS. YOU ACKNOWLEDGE THAT THIS ADVISORY AGREEMENT MAY BE AMENDED FROM TIME TO TIME. AMENDED AGREEMENTS WILL BE POSTED ON THE STACKIN WEBSITE, WWW.STARTSTACKIN.COM (THE “WEBSITE”) OR MOBILE APPLICATION (COLLECTIVELY WITH THE WEBSITE, THE “PLATFORM”). YOU WILL BE NOTIFIED OF AMENDED AGREEMENTS BY WEBSITE POSTINGS, EMAILS LINKING TO THE WEBSITE, OTHER EMAILS, TEXT OR PUSH MESSAGES, TRADITIONAL MAIL OR OTHER MEANS OF NOTIFICATION VIA THE APPLICATION. YOU AGREE TO CHECK THE WEBSITE FOR NEW VERSIONS OF THIS ADVISORY AGREEMENT AND OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM. FURTHER, TO BECOME A CLIENT OF STACKIN FINANCIAL, LLC, YOU AGREE TO THE FOLLOWING AGREEMENTS (THE “AGREEMENTS”) AND AGREE TO BE LEGALLY BOUND BY ALL OF THEIR TERMS AND CONDITIONS: (1) THE INVESTMENT ADVISORY AGREEMENT BETWEEN YOU AND STACKIN FINANCIAL, LLC (“STACKIN”), AS DISCUSSED IN THIS PARAGRAPH. (2) THE

PRIVACY POLICY. (3) THE TERMS OF SERVICE. (4) E-SIGN AGREEMENT. (6) DRIVEWEALTH CUSTOMER ACCOUNT AGREEMENT BETWEEN YOU AND DRIVEWEALTH, LLC (“DRIVEWEALTH OR CUSTODIAN”). DRIVEWEALTH PRIVACY POLICY, DRIVEWEALTH DISCLOSURES. YOU MUST READ AND CONSIDER ALL THE AGREEMENTS CAREFULLY AND CONTACT STACKIN FINANCIAL OR DRIVEWEALTH TO ASK ANY QUESTIONS YOU MAY HAVE BEFORE ENTERING INTO THEM. CLICKING THAT YOU AGREE OR AGREE AND COMPLETE PURCHASE HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF EACH OF THE AGREEMENTS. YOU AGREE THAT, BY KEEPING YOUR STACKIN ACCOUNT (AS DEFINED BELOW) OR USING THE PROGRAM WITHOUT OBJECTING IN WRITING AFTER STACKIN 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**

Stackin offers individuals a means to establish one or more individual accounts (“Brokerage 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. “Funding Account” means an account established by you, at a financial institution identified by you to Stackin, for the purpose of facilitating deposits into the Stackin Account. A Funding Account also may include a debit account used to facilitate deposits into the Stackin Account. Stackin interacts with the Client using a technology platform developed and maintained by Stackin Inc, an affiliate of Stackin Financial.

Based solely on the information the Client provides on the Platform, Stackin will provide the Client with non-discretionary investment advice in the form of a suggested model portfolio (“Recommended Investment”), and other securities such as single ETFs and equity securities of publicly traded companies (“Suggested Investments”).

Recommended Investments consist primarily of exchange-traded funds (“ETFs”).

Suggested Investment consists of single exchange-traded funds (“ETFs”) as well as carefully selected equity securities of publicly traded companies.

Client acknowledges and agrees that Stackin does not and will not manage, supervise or direct Client’s investments, including the purchase and sale of securities for Client’s Accounts, and will not provide any form of ongoing portfolio management services.

You further understand and agree that the Program: (a) is not a complete investment program; (b) does not account for multiple goals; (c) does not consider outside assets, concentration, debt or other

accounts you may have with Stackin or any other advisor, any of its affiliates or with any third party; (d) has limits on asset allocation models, profiles and underlying instruments; (e) is not suitable for all investors; and (f) relies on the information provided by the Client, including the accuracy thereof, in providing investment advice, and Stackin does not verify the completeness or accuracy of such information.

Stackin agrees to facilitate through the Platform, the opening of a brokerage account which is an individual brokerage account at DriveWealth LLC (“Brokerage Account”). Concurrently, Stackin will open the Stackin Client Account pursuant to the terms and conditions of this Advisory Agreement. Client agrees to enter into and abide by a brokerage agreement with DriveWealth LLC as a condition to participating in the Program. DriveWealth LLC, is a registered broker-dealer unaffiliated with Stackin (“DriveWealth” or “Custodian”). DriveWealth serves as the broker dealer and qualified custodian for Client brokerage accounts. Stackin and DriveWealth may delay establishing your brokerage account at DriveWealth until such time as the Client authorizes a contribution or transfer to fund the Brokerage Account. If you enter into an Advisory Agreement with Stackin but do not have an account established at DriveWealth, you will not be able to participate in the program.

Your participation in the Program requires that you enter into the DriveWealth customer account agreement (the “Customer Account Agreement”), whereby you establish your Brokerage Account with DriveWealth. DriveWealth will execute transactions and act as the clearing broker and qualified custodian for your Client Account and Brokerage Account (together “Stackin Account”). With respect to any Brokerage Account, by participating in the Program you instruct Stackin Financial will send all trades and transactions to the Custodian. DriveWealth will establish and carry a brokerage that holds your securities and cash and records and executes your transactions in the Program.

You acknowledge and agree that Stackin is not responsible for the obligations of the Custodian or any successor Custodian and that Stackin and the Custodian have separate agreements with you that allocate separate sets of rights and obligations between you and the respective entity. Without limiting the foregoing, prospectuses for your Selected Investments (as defined below) will be sent to you by the Custodian. The Custodian also will provide you trade confirmations by sending you emails that contain uniform resource locator (URL) links to your confirmation information. Trade confirmations will be available through the Platform. Stackin will not indemnify or be held responsible by Client for the obligations, acts, or omissions of the Custodian.

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

## **2. Program Non-Discretionary Advisory Services**

Through the Program, Stackin makes available a Recommended Investment which consists of exchange-traded funds (“ETFs”), and other Suggested Investments which are publicly traded securities

such as individual equities and ETFs (collectively “Investments”). Stackin reserves the right to change, in its sole discretion from time to time and without prior notice to Clients, the nature and number of Investments available through the Program.

The Program will use the Platform to make available the Recommended Investment which is a model portfolio meant to be held for the long term to you based solely on certain Client Information (as defined below) you provide, and that Stackin has collected through the Platform. The Program does not consider the entire range of information provided through the Platform for purposes of delivering a Recommended Investment. You should understand that the Platform currently relies on, among other things, the questions relating to your age, employment and income level in providing the Recommended Investments, and that these factors may not be weighted equally. You agree to access, update, add to and review through the Platform information identifying and describing the Investments.

You understand and agree that there is no guarantee, representation, warranty, or covenant that the Recommended Investment will perform better over any time period than any other investment, whether made available through the Program or otherwise.

You are not bound by any of the recommendations that may be generated by the Platform. You may, at your sole and absolute discretion, select any of the Suggested Investments available through the Program in lieu of, in tandem with, or in addition to the Recommended Investment(s) available through the Program. You may cause the Platform to generate different Recommended Investments at any time by revising your Client Information. Any Investment you ultimately select, taking into account any self-imposed investment restrictions you place on your portfolio subject to the terms and conditions of this Advisory Agreement, are referred to as the “Selected Investments.”

You may change, purchase or sell, your Selected Investments at any time. You acknowledge and agree that you are solely responsible for the decision to invest in your Selected Investments. Stackin does not have authority or discretion to purchase or sell the Selected Investment(s) for implementation in your Stackin Account. You retain full investment discretion over the implementation of investment decisions of each recommendation and are free to accept or reject any Recommended Investment or Suggested Investment from Stackin. 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 Recommended and/or Suggested Investments before choosing any Investment. Any resource or information provided to you in connection with your Stackin Account is not legal or tax advice, analysis or opinion.

With respect to any Selected Investment or any other investment you make, 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 Recommended 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 Stackin nor its affiliates shall be liable for any losses or other damages resulting from your choice of a Selected Investment.

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

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

You acknowledge, understand and agree that:

- Stackin does not provide investment advice in a manner other than the investment advice described in this Section 2;
- Stackin will provide investment advice and deliver the advisory services solely through the Platform;
- 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
- You will not be entitled or able to transact in or hold securities in your Stackin Account other than the Suggested Investments that are offered through the Program.

In providing its services, Stackin or any of its affiliates may, subject to applicable laws and regulations, engage or otherwise work with unaffiliated vendors or other contractors to assist it in fulfilling its duties under this Advisory Agreement or to provide ancillary enhancements or features of the services contemplated herein.

### **3. Trading Authority and Your Instructions**

Client directs and is responsible for making all investment decisions through the Platform by: (i) carefully reviewing the information about investing and the Suggested Investments available on the Platform; (ii) carefully considering the Suggested Investment(s) that Stackin generates for you through the Platform; (iii) choosing your Selected Investment(s); and (iv) deciding whether to exclude a Suggested Investment from your Selected Investment(s). Moreover, it is the Client's responsibility to conduct and monitor the inflows and outflows to and from the Stackin Account by using the Platform to initiate deposits and withdrawals from the Client's Stackin Account. Stackin has the following authority in connection with its provision of advisory services under this Advisory Agreement:

- Authority to determine and modify from time to time which Investments are available through the Platform, including your Suggested Investment(s) and Recommended Investment(s);
- Client transactions will be almost exclusively done by the Client;
- You appoint Stackin to act as an agent for the purpose of carrying out your directions with respect to the purchase or sale of securities in accordance with the terms and conditions of this Agreement;
- Stackin is authorized to open or close your Account, place and withdraw orders and take such other steps as are reasonable to carry out your directions;
- If you authorize or allow third parties to gain access to Stackin services, including your Stackin Account, you agree to defend and indemnify Stackin against any liability, costs or damages arising out of claims or suits by such third parties based upon or relating to such access and use. Stackin does not warrant against loss of use or any direct, indirect or consequential damages or losses to you caused by your assent, expressed or implied, to a third party accessing your Stackin Account or information, including access provided through any other third-party systems or sites.

The Investments purchased or sold at your direction and/or held in your Brokerage Account may be either whole shares or fractional shares, depending upon the cost of the shares and the dollar amount you contribute to your Stackin Account. To the extent that fractional shares of any Investments are traded on behalf of Clients, this is done using DriveWealth's proprietary process; full disclosures regarding the process can be found here (<https://drivewealth.com/fractional-shares-disclosure/>). You understand and agree that fractional shares are typically unmarketable and illiquid if held outside of your Stackin Account(s) and, as a result, fractional shares generally may not be transferable to another brokerage account. In the event of a liquidation or transfer of the assets in your Stackin Account(s) to another account, you hereby authorize Stackin to instruct the Broker and/or Custodian to sell fractional shares as necessary and transfer the cash to any subsequent custodian.

You agree and acknowledge that you have the option to schedule recurring direct deposits into your Brokerage Account for the purpose of a scheduling recurring purchases transactions (e.g. Auto Invest Feature defined below). Upon receipt of your direct deposit, you agree and acknowledge that you are giving instructions to Stackin that you want to purchase the recommended or suggested investment of your choice.

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

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

#### **4. Brokerage and Custody**

As noted above, your participation in the Program requires that you establish a Stackin Account and enter into the Customer Account Agreement between you and DriveWealth.

The Customer Account Agreement pertains to the services provided by DriveWealth to effect brokerage transactions in your Stackin Account. Under the Customer Account Agreement, and subject to its terms and conditions, DriveWealth is responsible for: (i) maintaining and recording transactions in cash and securities (including fractional shares) in your Stackin Account; (ii) sending orders placed on the Stackin Platform for execution, clearance, and settlement; and (iii) providing you with statements, confirmations, other required documentation, and other information about your Stackin Account and transactions therein.

By entering into this Advisory Agreement as well as the Client Account Agreement with DriveWealth, you authorize and instruct Stackin to place, and DriveWealth to execute, orders to buy and sell securities on your behalf and at your direction. You acknowledge and agree that orders for purchases or sales in your Stackin Account may be combined with orders for purchases or sales of securities in other client accounts.

Stackin may transmit or help facilitate your requests for withdrawals or transfers from your Funding Account to the ACH Operator (as defined below) and/or the Custodian. Stackin shall have no authority to initiate any withdrawal or otherwise to transfer any securities or money out of your Stackin Account other than (i) fee deductions or (ii) in connection with a remedy for a restricted account or the termination of your Stackin Account pursuant to the terms and conditions of this Advisory Agreement. Other than in connection with an auto invest feature (as defined below), if there is such an available



feature and if you have chosen to enroll in such feature (use of a debit arrangement permitted by you to periodically fund your Stackin Account), Stackin shall have no authority to help facilitate any deposit or otherwise transfer any securities or money into your Stackin Account.

You agree that it is your responsibility to review reports of execution of orders and statements of your Stackin Account promptly upon receipt.

As noted above, DriveWealth will act as the broker and qualified custodian for your Stackin Account. The Program constitutes a wrap fee program whereby the Client pays a per-account fee for services provided by Stackin and the Custodian.

## **5. Client Rights and Obligations, Proxies and Legal Proceedings**

Stackin does not exercise proxy voting authority over any Investments Client's Account. Client retains proxy voting authority over Investments held in Client's Account. Also, Stackin shall have no responsibility to render legal advice or take any legal action on Client's behalf with respect to Investments then or previously held in the Account or the issuers thereof, that become the subject of legal proceedings, including bankruptcy proceedings or class actions. Client remains responsible for: (i) directing the manner in which proxies solicited by issuers of Investments will be voted; and (ii) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the Investments in the Account. DriveWealth, not Stackin, is responsible for timely transmission of any proxy materials to Client.

## **6. Deposits and Purchases**

You agree that you will fund your Stackin Account by contributions made through a Funding Account, by using the Platform to direct the transfer of money to your Stackin Account(s) in accordance with the terms and conditions of this Advisory Agreement. You agree and acknowledge that there may be no more than one bank account connected to your Stackin Account for deposit funding purposes unless otherwise permitted by Stackin. You agree that, by initiating or directing a deposit, you authorize the bank or other vendor that Stackin engages from time to time to facilitate the use of the Automated Clearing House ("ACH") payment system for the transfer of money to or from the Custodian (such bank or vendor, the "ACH Operator") to request that the financial institution that maintains your Funding Account transfer the amount of the deposit to the Custodian for deposit in your Stackin Account. You agree and acknowledge that the Custodian or a bank may act as 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 Stackin Account. You further agree and acknowledge that, unless otherwise agreed to by Stackin 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 Stackin Account in any manner other than by an ACH transfer to the Custodian. Stackin and the Custodian reserve the right to accept cash funded from other



sources (such as debit accounts) 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. Stackin also reserves the right to accept investments funded from other sources or through other means on a case-by-case basis.

You agree and acknowledge that any deposit or transfer to your Stackin Account, at the exception of direct deposits scheduled for a future date, cannot be cancelled following the initiation, authorization, and/or direction of such transaction. You agree and acknowledge that purchases of securities, cannot be canceled following the initiation, authorization, and/or direction of such transaction. All orders are executed through DriveWealth's execution platform. In order to permit sufficient time to ensure that the transfer of assets into your Stackin Account has been successfully completed by the financial institution that maintains your bank account, Stackin may wait up to five Business Days after the day the Custodian credits the applicable deposit to your Stackin Account to generate and place the orders for such purchases. As used herein, "Business Day" means any day on which all banks (or the applicable branch thereof) involved in any transfer of funds are physically open for business during their normal business hours, and specifically excluding any U.S. federal holiday and any day on which any applicable securities exchange is not open during its normal business hours. You hereby acknowledge and agree that, as a result, each deposit or transfer you make generally will not arrive into your Stackin Account for up to five Business Days, and as a result, may not be invested in your Selected Investment(s) for up to five Business Days and that such uninvested cash will not be subject to financial gains or losses resulting from movement in market prices during that time period. You agree and acknowledge that, for your convenience, DriveWealth and Stackin, in their sole discretion, may permit you to purchase securities on debit, which means without free credit balances in your Stackin Account, thereby providing you with a temporary credit while waiting for your ACH transfer to arrive. Such temporary credit would enable the execution of the purchase of securities order without having to wait for the funds to be received in your Stackin Account. You are still responsible for payment of such securities no later than the settlement date.

You may, subject to the terms and conditions of this Advisory Agreement, fund your Stackin Account by initiating or directing a deposit in any whole dollar amount of \$1 or more through the Platform at any time. In addition to one-time deposits, investment or purchases, you may elect through the Platform, if available, to make recurring deposits or investments in any whole dollar amount, either on a monthly basis, on a regular (every two weeks for example) basis, or on a weekly basis.

You may also fund your Stackin Account by enrolling in the Platform's auto invest feature, if available, which provides you the ability to transfer funds from your Funding Account to your Stackin Account by utilizing an automated and scheduled transfer process ("Auto Invest Feature"). Such funds, upon receipt, will be automatically used to purchase the Investment you decide to purchase when setting up the feature.

By using, or enrolling in, the Auto Invest Feature, you authorize Stackin' to facilitate a recurring debit entry to your Funding Account. You understand and agree that this authorization will remain in effect unless you contact Stackin' to cancel, or cancel the request via the Platform. By using the Auto Invest Feature, you request that the funds be deducted from your Funding Account according to the schedule

you want, e.g. weekly, bi-monthly, or monthly. If such day falls on a Saturday, Sunday, or holiday, the transfer is authorized for the next business day. If the transfer from the Funding Account fails because of insufficient funds or because the bank account is closed, you will be responsible for any fees charged by the bank or associated with such failure. Further, you understand and agree that by enrolling in the Platform's Auto Invest Feature, Stackin' provides you the ability to transfer funds to your Stackin Account by utilizing this automated and scheduled transfer process. Such funds, upon receipt ONLY, will be automatically used to purchase the Investment you decided to purchase.

You represent and warrant that none of the money and funds you deposit in your Stackin 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 Stackin 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 Stackin Account other than you or any other individual you have disclosed to Stackin during account opening.

## **7. Withdrawals**

Electronic deposits to your DriveWealth account via ACH will typically take 1-4 Business Days to clear. ACH deposits must remain in your account for a minimum of nine (9) calendar days after the funds clear prior to being able to withdraw. Other restrictions may apply if fraud or other potential anti-money laundering concerns are raised.

You may withdraw money from an Individual Account by initiating a withdrawal request through the Platform at any time. If you have any issues contact Stackin at (877) 391-0520 or by sending an e-mail to [hey@startstackin.com](mailto:hey@startstackin.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, or sales, unless and until you successfully connect a bank account, by default your Funding Account to your Stackin Account. You agree and acknowledge that there may be no more than one bank account connected to your Stackin Account for withdrawal purposes unless otherwise permitted by Stackin. For the avoidance of doubt, although you may be permitted to contribute funds to your Stackin Account via a debit arrangement, you will not be able withdraw funds from your Stackin Account via such method. You agree that, by requesting a withdrawal, you authorize Stackin to place an order with the Broker and/or Custodian on your behalf to sell the securities in your Stackin Account at the time(s). You agree and acknowledge that any withdrawal, or transfer from your Stackin Account, and/or sales of securities, may not be cancelled following the initiation, authorization, and/or direction of such transaction. Stackin will undertake good faith efforts to place the orders for such sales on the Business Day you request a withdrawal, but you acknowledge and agree that such orders may be placed at any time within two Business Days after your request. Any withdrawal you initiate will be sent to the ACH Operator. You agree that, by requesting a withdrawal, you authorize the ACH Operator to request that the Custodian transfer the proceeds of the applicable sales in the amount you request (or less if the money remaining in your

Stackin Account after deducting any Stackin 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 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 to arrive at the destination account.

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

## **8. Term and Termination**

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

You agree that Stackin and/or any of its affiliates or contractors may suspend the provision of services to you or delay, limit, restrict, or refuse any transaction for you at any time for any length of time without prior notice to you if Stackin 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 Stackin including 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 Stackin or its affiliates or a transaction relating to the Program; (iii) to avoid a loss to Stackin or its affiliates (including if your payment of the Stackin 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 Stackin or its affiliates directly or indirectly uses in connection with the Program; (vi) to prevent a breach or violation of any term, condition, or other provision of this Advisory Agreement; or (vii) to obtain from you any additional information that Stackin in its reasonable discretion deems necessary for advisory services to be provided to you pursuant to this Advisory Agreement. Notwithstanding anything to the contrary in this Agreement, including, without limitation, in Sections 2 and 3, Stackin reserves the right, at any time and without notice, to delay or manage the trading of client orders if Stackin determines it is necessary and appropriate.

You may close your Stackin Account(s) and terminate this Advisory Agreement at any time for any reason by doing so on the platform under section "close account". Alternatively, you may send in a request via e-mail to [hey@startstackin.com](mailto:hey@startstackin.com). Stackin may terminate this Advisory Agreement and/or one or more of your Stackin Account(s) at any time for any reason by sending you a notice of Advisory Agreement termination by e-mail, by mail or other means of notification via the Application. Specifically, and not limiting the foregoing sentence, Stackin may terminate your Stackin Account if your Account is unfunded or underfunded. The termination of your Stackin Account(s) will occur as

follows:

- If you terminate either this Advisory Agreement or the Customer Account Agreement, you will be deemed to have simultaneously terminated the other agreement, unless otherwise agreed to by Stackin, the Custodian, or the Broker, as applicable;
- If either Stackin or you terminate your Stackin Account, the Custodian and/or Broker will, before closing your Stackin Account, settle any purchases or sales pending when Stackin sends or receives a request to close your Stackin Account; and
- Upon termination for any reason, Stackin and/or the Custodian will deduct any unpaid fees, including those owed for ancillary services, (e.g., fees for paper delivery of documents, transfer of shares, or physical delivery of shares).

If Stackin or you request to close any of your Stackin Accounts, you hereby authorize Stackin to instruct the Broker and/or Custodian to sell all shares in your Stackin Account and any distributions generated by such Investments following such request, and to send the cash, less any portion of the Stackin Fee or other fees due to either your address of record or your Funding Account or the bank account connected to your Stackin Account. Notwithstanding the foregoing, if you explicitly request that shares be transferred to another custodian or broker-dealer, Stackin 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 Stackin; (ii) any unpaid Stackin Fee or portion thereof due; (iii) the fees charged for processing the in-kind transfer to another custodian or broker-dealer; and (iv) any other fees due. You hereby acknowledge that, subject to the terms of the Customer Account 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 Stackin Account.

Upon cancellation or termination of this Advisory Agreement, we may immediately deactivate your user account without notice, including but not limited to the Stackin Account and all related information and/or files in your user account and/or bar any further access to such information and/or files, our Platform (or part hereof) and/or the Program, except as we may otherwise provide from time to time.

Your death or incapacity shall not terminate the authority of Stackin granted herein until Stackin receives written termination notice thereof from your executor, guardian, attorney-in-fact or other authorized legal representative.

## **9. Legal Capacity**

Client and each person signing this Agreement (and all other ancillary Agreements) on behalf of Client warrant and represent that:

- (a) Client has duly authorized the execution and implementation of this Agreement;
- (b) This Agreement has been executed on behalf of Client by persons who are authorized to transact business on behalf of Client;
- (c) Client is owner of all securities placed in the Stackin Account;
- (d) Client shall promptly deliver such information, papers and documents required or reasonably requested by Stackin in connection with the performance of its duties for the Account;
- (e) Stackin, in the performance of its rights, obligations and duties under the Agreement, shall be entitled to rely upon the accuracy of information furnished by the Client or on its behalf, without further investigation; and
- (f) Client is an individual and is 18 years of age or older.

You acknowledge that you are of legal age under the laws of the State where you reside and are authorized to enter into this Agreement. No person, except you (or any person named in a separate agreement), has any interest in the Account opened pursuant to this Agreement. You acknowledge that unless Stackin receives written objection from you, under Securities and Exchange Commission (“SEC”) Rule 14b-1(c), Stackin may provide your name, address, and securities positions to requesting companies in which you hold securities. Except as otherwise disclosed to Stackin in writing, neither you nor any member of your immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory agency, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker or as principal in securities, bills of exchange, acceptances or other forms of commercial paper. You understand and agree that you will promptly notify Stackin in writing if you or a member of your immediate family becomes so employed or becomes registered or employed in any of the above capacities. You further agree to promptly notify Stackin in writing if you are now or if you become: (i) registered or qualified with the Financial Industry Regulatory Authority (“FINRA”) or the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association; (ii) an “investment advisor” as that term is defined in Section 201(11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that act); (iii) employed by a bank or other organization exempt from registration under federal and state securities laws to perform functions that would require you to be so registered or qualified if you were to perform such functions for an organization not so exempt; or (iv) an officer, director or 10% stockholder of any publicly traded company.

## **10. Representation**

Client understands and agrees that Stackin does not provide legal, tax or accounting advice. Nothing in this Advisory Agreement or any other document received from Stackin shall be construed as providing any legal, accounting, estate, actuary, or tax advice. The Client agrees to review available information regarding the securities and the brokerage statements, transaction confirmations and tax reporting forms provided by the Custodian for tax-related information. Each Client must rely upon its own

representatives, including its own legal counsel and accountant, as to legal, tax and related matters concerning any Investments, any assets in the Stackin Account or any Stackin Account transactions and for preparation of any legal, accounting or tax documents.

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. 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 Stackin based on their particular circumstances. The Client and Client’s tax advisors are responsible for how Investments and the transactions in the Client’s Stackin Account are reported to the Internal Revenue Service ("IRS") or any other taxing authority such as their state/local tax jurisdiction. Stackin assumes no responsibility to the Client for the tax consequences of any transaction.**

## 11. Fees

For the services provided by Stackin under this Advisory Agreement, and the custodial and brokerage services provided by the Custodian under the Customer Account Agreement, you agree to pay a “per-account” fee in order to establish and maintain your Stackin Account (the “Stackin Fee”). For avoidance of doubt, the Program constitutes a wrap fee program whereby the Client pays the Stackin Fee for services provided by Stackin and the Custodian. The amount of the Stackin Fee charged is based upon the value of the applicable Stackin Account, and according to the Stackin Fee Schedule.

### Stackin’ Fee Schedule:

Account Value	Stackin’ Fee (monthly)
\$0 to \$5,000	\$2
\$5,001 to \$10,000	\$4
\$10,001 to \$20,000	\$10



\$20,001 to \$100,000	\$20
\$100,001 to \$200,000	\$30
\$200,001 to \$300,000	\$40
\$300,001 to \$500,000	\$80
\$500,001 and above	\$100

The Stackin Fee applicable to any Stackin Account with a value \$5,000 or less is \$2 per month for Individual Accounts, which fees shall be deemed the minimum fees to maintain a Stackin Account.

The Stackin Fee applicable to any Stackin Account with a value of \$5,001 to less than \$10,000 (included) (whether due to contributed capital or investment performance) is \$4 per month for Individual Accounts.

The Stackin Fee applicable to any Stackin Account with a value of \$10,001 to less than \$20,000 (included) (whether due to contributed capital or investment performance) is \$10 per month for Individual Accounts.

The Stackin Fee applicable to any Stackin Account with a value of \$20,001 to less than \$100,000 (included) (whether due to contributed capital or investment performance) is \$20 per month for Individual Accounts.

The Stackin Fee applicable to any Stackin Account with a value of \$100,001 to less than \$200,000 (included)(whether due to contributed capital or investment performance) is \$30 per month for Individual Accounts.

The Stackin Fee applicable to any Stackin Account with a value of \$200,001 to less than \$300,000 (included) (whether due to contributed capital or investment performance) is \$40 per month for Individual Accounts.

The Stackin Fee applicable to any Stackin Account with a value of \$300,001 to less than \$500,000 (included) (whether due to contributed capital or investment performance) is \$80 per month for Individual Accounts.

The Stackin Fee applicable to any Stackin Account with a value of \$500,001 and above (whether due to contributed capital or investment performance) is \$100 per month for Individual Accounts.

For the first monthly billing, the monthly fee shall be charged on the day of funding of the account that has been opened following the execution of this Advisory Agreement and Client Onboarding has been completed. For subsequent billings, the monthly billing period shall be the monthly anniversary of the funding of the account, or another date roughly corresponding to a 30 day cycle. For avoidance of doubt, if a Client's monthly billing starts on January 6th, the first Stackin Fee will be charged on that day, and then on February 6th of that year, March 6th of that year, and so on, as long as the Advisory Agreement remains in place. Should the monthly billings start on a 29th, 30th or 31st, Stackin reserves the right to charge the monthly fee on the first day of the month after the following month. For further clarification, if a Client monthly billings starts on August 31st, the next payment will be October 1st given that September does not have 31 days. From there, the payments will be charged on the 1st of each month following October.



Unless otherwise agreed between the parties hereto, the Stackin Fee is payable monthly in advance and will be billed during the monthly period for which the services are performed. The Stackin Fee is determined based on the value of the assets in your Stackin Account on the last day of the immediately preceding billing period with the exception of your first billing period when the Stackin Fee is charged as a flat monthly fee for Individual Accounts. In the event of the closure of your Stackin Account and termination of this Advisory Agreement, Stackin shall refund any and all pre-paid fees in excess of \$0.50, which is retained to cover administrative costs related to closing the account including, but not limited to, data entry on the part of employees of Stackin. Unearned pre-paid fees will be calculated and refunded based upon the number of days remaining in the applicable billing month (e.g., the number of days remaining in the calendar month in which the Stackin Account is closed).

The Stackin Fee shall be paid via a valid Payment Method one of either your Funding Account or your Stackin' Account as described below. You must provide us with a current, valid, accepted method of payment ("Payment Method"); the default Payment Method shall be your Funding Account. Stackin generally deducts the Stackin Fee from your Funding Account. However, Stackin or the Custodian, may, as necessary and in its sole discretion, sell securities in your Stackin Account to generate free cash in order to deduct the Stackin Fee from your Stackin Account.

Stackin reserves the right to discount or waive any fees associated with the Program in its sole discretion. In the event a Stackin Account balance falls below the Minimum Balance, Stackin may in its sole discretion deduct the entirety of the balance of the Stackin Account (whether such balance is in cash or securities) when such balance is less than the Stackin Fee in lieu of collecting the Stackin Fee otherwise due. To the extent applicable, you authorize and direct Stackin to deduct the Stackin Fee directly from your Funding Account, and/or Payment Method, to instruct the Custodian to sell, as necessary, securities in your Stackin Account and to transfer money out of your Stackin Account to pay Stackin the Stackin Fee and, if any, other fees due under or as described in this Advisory Agreement. In the event that the Stackin Fee is deducted from your Stackin Account, such deduction 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 Stackin Fee, that you owe pursuant to this Advisory Agreement. You are responsible for maintaining complete and accurate billing, Funding Account information, Payment Method and contact information with Stackin. You agree and acknowledge that you are responsible for any fees, charges, or expenses imposed by a third party payment processor, such as Stripe, should the automated monthly payment transaction fails. Should the automated monthly payment transaction fail, your account may be placed in restricted mode which means you will not have access to all the functionalities offered by the Platform. For example, if your Stackin Fee is \$2 and the payment processor adds a \$4 fee because the first attempt to pull the \$2 failed, Stackin' will put your account in restricted mode, and automatically try to pull \$2 plus \$4 for a total of \$6. This process repeats itself until the total is \$10 at which point your account will be deemed in default and Stackin' will look to your Stackin' account and instruct the Custodian to sell, as necessary, securities in your Stackin Account and to transfer money

out of your Stackin Account to pay Stackin the Stackin Fee.

You acknowledge and agree that such fees may change from time to time and will be available on the Website and in the Brochure (as defined below). In the event of a change in fees, Stackin will provide you notice electronically on the Website. You agree to check the Website regularly, or at least from time to time, for updates to the fees applicable to your Stackin Account.

The Stackin 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 Stackin Fee and for which you are independently responsible, if incurred, are listed on Exhibit A, which is attached hereto and incorporated herein by reference as if fully restated herein. **The Stackin Fee does not include fees charged by each ETF's managers or other fees and expenses that are reflected in the price of ETF shares.** In addition, Stackin, and/or the Custodian may charge fees in addition to the Stackin Fee for ancillary services as disclosed in Attachment C to this Advisory Agreement. In particular, and notwithstanding anything to the contrary in this Advisory Agreement, you agree that, pursuant to the Customer Account Agreement, if you request the preparation and delivery of paper documents that Stackin, the Broker, and/or the Custodian normally provides in electronic form or that Stackin, the Broker, and/or the Custodian is not required to provide in paper form, Stackin, the Broker, and/or the Custodian may charge additional fees for the preparation and delivery of such paper documents. From time to time, in their sole discretion, Stackin, the Broker, and/or the Custodian may adjust the amounts or types of fees they charge for ancillary services. Fees for ancillary services will be charged using your Payment Method or deducted from one of either your Stackin Account or your Funding Account in the same manner as you are charged for the Stackin Fee as described above. You may obtain the current schedule of such fees and services through the Website or by contacting Stackin at (877) 391-0520 or by sending an e-mail to [hey@startstackin.com](mailto:hey@startstackin.com).

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

You acknowledge that the Stackin Fee is charged as a flat monthly fee according to the **Stackin' Fee Schedule** above and accordingly, the overall Stackin Fee paid may be disproportionately high relative to the value of your Stackin Account. You further represent and warrant, and have determined that the Stackin Fee is reasonable irrespective of your Stackin Account's value.

Unless otherwise stated, the Stackin 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. If Stackin 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 Stackin and/or the Custodian with a valid tax exemption certificate authorized by the appropriate taxing authority. When you withdraw money from your Stackin Account, the Custodian may reduce the amount of the distribution by the amount of any tax mandatory withholding as required by applicable law.

## **12. Non-Exclusive Management**

It is understood that Stackin performs investment advisory services for other clients. The Client agrees that Stackin may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Client's Individual Account. Stackin, 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 Stackin recommends for the Client's Individual Account.

## **13. Notices and Communication**

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

Client understands and agrees that Stackin will deliver communications either by email to the address given to Stackin by Client. Client authorizes Stackin to deliver communications either by email to the address given to Stackin. This authorization applies to the delivery of required disclosures and other documents including, Stackin Part 2A and Wrap Fee Brochure and privacy notices. Client may update the email address provided above by using the Platform and/or notifying Stackin in writing. Documents delivered by email notification may be in HTML or Standard Adobe format, with a link to download the Adobe program.

Client acknowledges that Client has access to a computer which can access these documents (including PDF software, available free of charge at Adobe's website [www.adobe.com](http://www.adobe.com)) and that Client may incur costs accessing or printing documents. Stackin is not liable for these costs or any computer problems (including viruses) Client incurs in accessing the document.

Client agrees to provide Stackin with immediate written notice in the event that Client's email address changes, alternatively the Client can update their contact information via the Platform. Stackin is not responsible if Client is unable to access a document link in an electronic communication or the Client

does not receive an expected electronic communication due to incorrect Client information.

You understand that you will receive or select a Username and Password (collectively, "PINs") that provide electronic access to your Stackin Account. You understand and agree that your Stackin Account numbers and PINs are confidential and you are responsible for the confidentiality, protection and use of them. You agree and accept full responsibility for monitoring and safeguarding your Stackin Account and access to your Stackin Account. You agree to immediately notify Stackin in writing, delivered via e-mail, if you become aware of: (i) any loss, theft, or unauthorized use of your PINs, account numbers or access; (ii) any failure by you to receive a message from Stackin indicating that an order was received, executed or cancelled, as applicable; (iii) any failure by you to receive an accurate written confirmation of an execution; (iv) any receipt by you of confirmation of an order, execution and/or cancellation, which you did not place; or (v) any inaccurate information in or relating to your Stackin Account balances, deposits, withdrawals, securities positions or transaction history. Each of the events described in subsections (i)-(v) hereof, shall be deemed a "Potential Fraudulent Event". The use and storage of any information including, without limitation, Stackin Account numbers, PINs, portfolio information, transaction activity, account balances and any other information or orders available on your personal computer is at your own risk and is your sole responsibility. You agree to be responsible for all activities in your Account and Stackin may rely that you have authorized any orders or instructions that are received under your Stackin Account number and PINs. You agree that, in the event of a Potential Fraudulent Event, you will notify Stackin immediately, and in no event more than 24 hours, after you discover such Potential Fraudulent Event. You agree that in the event of a Potential Fraudulent Event, you will report such loss or fraudulent occurrence promptly to the legal authorities, if so instructed by Stackin. Further, you agree to provide a copy of any report prepared by legal authorities to Stackin on request. You agree to cooperate fully with the legal authorities and Stackin in any investigation of such Potential Fraudulent Event and you will complete any required affidavits promptly, accurately and thoroughly. You also agree to allow Stackin access to your computer and your network in connection with its investigation of such Potential Fraudulent Event. You understand that, if you fail to do any of these things, you may encounter delays in regaining access to the funds in your Stackin Account. You agree to indemnify and hold Stackin and its affiliates harmless from and against any losses arising out of or relating to a Potential Fraudulent Event.

You authorize Stackin to contact you by using any telephone number you provide, including a mobile number that you authorized Stackin to call. In addition to manual calling, Stackin may use email, text messages, prerecorded or artificial voice messages, or automatic dialing systems. You understand that your mobile carrier may charge for this contact. You also understand and agree that Stackin may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, Stackin does not consent to the recording of telephone conversations by any third party or you. You acknowledge and understand that not all telephone or electronic communications are recorded by Stackin, and Stackin does not guarantee that recordings of any particular telephone or electronic communications will be retained or be capable of being retrieved.

## **14. Investment Risks and Risk Acknowledgment**

There are significant risks associated with any investment program, including Stackin's Program.

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

Stackin 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 Stackin nor any of its affiliates guarantees the success of any given investment decision or strategy that Stackin may recommend or undertake, or the success of the overall management of the Stackin 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.
- Stackin does not guarantee any level of performance of any investments in your Stackin Account(s) or that you will avoid financial loss. The value of your Stackin Account(s) and the securities held in such account(s) will fluctuate due to a variety of reasons, including but not limited to market conditions, market sentiment, legislative or regulatory changes, inflation, interest rates, the timing of deposits and/or withdrawals and other factors. The Stackin Account(s) may suffer loss of principal, and income, if any, may fluctuate.
- ETF performance may not exactly match the performance of the index or benchmark the ETF is designed to track for a variety of reasons, including ETF expenses and costs not incurred by the relevant index or benchmark, the availability of certain securities comprising the relevant index or benchmark, and supply and demand of the ETF and/or securities held by the ETF.
- Past performance of any security or benchmark does not guarantee or indicate future results.
- Back tested performance of any Suggested Investment, Selected Investment, or other Investment are hypothetical and do not reflect actual investment results. Any hypothetical back tested returns associated with any Investment are based on assumptions and do not reflect actual results of any Stackin Account. Such performance results, if any, were derived from the retroactive application of a model developed with the benefit of hindsight and not with real money at stake. No representation is being made that your Stackin Account will or is likely to achieve results similar to any hypothetical results that might be shown. Actual results may differ significantly from any hypothetical returns presented.
- Projected returns are hypothetical, do not reflect actual investment results, and are not guarantees of future results. Such projected performance is subject to a number of limitations and assumptions designed to determine the probability or likelihood of a particular investment outcome based on a range of possible outcomes. Performance of any Suggested Investment, Selected Investment, other Investment or your Stackin Account may differ materially from investment gains and

avoidance of investment losses projected, described, or otherwise referenced in forward-looking statements, and the projected returns associated with any Investment may not materialize.

- By participating in the Program you may lose opportunities to make other investments and to realize gains from such other investments.

- Investments in your Stackin Account are not guaranteed by the Federal Deposit Insurance Corporation (“FDIC”), any bank, or any government.

- By establishing a Stackin Account, you establish a Brokerage Account at DriveWealth, you agree to the terms and conditions of the various Drivewealth Agreements.

- The services provided under this Advisory Agreement, including any Recommended Investment, are highly reliant on the Client Information, including the accuracy thereof, you provide through the Platform. If you provide inaccurate or incomplete information, or information you provided becomes inaccurate or incomplete, this could materially impact the quality and applicability of the advice you receive through the Program. Further, you understand that the Platform currently focuses exclusively on your Client profile in recommending any Suggested Investment. There are many other components of Client Information that are not currently considered by the Program or the Platform in making recommendations. If you believe that there is additional information relating to your investment objectives and financial circumstances that should be considered to inform the investment advice and recommendations the Program provides, this may not be the appropriate program for you.

- Stackin does not provide a comprehensive financial plan.

- While Stackin may have information about the Client that is in addition to the information provided in the account opening process, Stackin may not use such information to generate investment recommendations.

- The services provided under this Advisory Agreement, including any Suggested Investment, are highly reliant on the accurate performance of the algorithms underlying the Platform and the portfolio management system and the technology that generates such algorithms, among other things. A malfunction or failure in either an algorithm or the underlying technology could cause you to receive a Suggested Investment that is not suitable based on your risk tolerance and investment time horizon, and to experience losses, some or all of which could be significant. A malfunction, computer equipment failure, loss of internet access, viruses or other events may impair access to the services provided under this Advisory Agreement.

- The algorithm underlying the Platform’s recommendations rely on a number of assumptions based upon a limited amount of Client Information provided through the Platform and a number of other variables. Any one or all of these assumptions, whether or not supported by past experience, could prove over time to be incorrect, which could result in significant losses. There is no guarantee that the algorithm or Stackin’s recommendations will necessarily produce the intended results, and they may prove incorrect and/or cause you to not achieve your investment objectives.

- To the extent that Stackin uncovers a glitch in the algorithm used to render the advice, Stackin reserves the right to override the algorithm and utilize human oversight in order to render suitable advice based on the available Client information. As such the degree of human involvement in the oversight and management of your Stackin account is extremely limited.

- The recommendations we provide and other information that appears on the Platform may be time sensitive, especially during times of significant market volatility and when there are time limits on the availability of a particular investment product. Thus, our recommendations and other information on the Platform may be subject to different interpretations as market conditions and other factors change.

- Data provided by Stackin may not be free from error or inaccuracies.

- Stackin relies on third parties – often to a material extent – for the provision of the



Investments, market statistics, Suggested Investment details, performance, and related information. Although we believe these third party service providers are generally reliable, there could be errors that are beyond our control in the information and/or services they provide and such errors could compromise the quality of our recommendations and otherwise compromise our ability to perform under this Advisory Agreement. Further, some or all of these agreements may allow the third party service provider to terminate the agreement for any reason or no reason at all with no advance notice to us. In such instances, our ability to perform under this Advisory Agreement could be materially compromised. Given the different business motivations of third-party provided and those of Stackin, potential conflicts of interest may arise.

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

## **15. Limitation of Liability and Indemnification**

To the fullest extent allowed by applicable law, you agree and understand that Stackin and its affiliates and the officers, directors, employees, representatives, successors, assigns, and authorized agents of Stackin 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 Stackin 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 instructions; (iii) any act or failure to act by the Custodian of any assets in the Stackin 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; (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 Stackin’s control, including acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, riots, interruptions, delays, failure, 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 Stackin’s instructions; or (vi) any loss that Client may suffer for any reason whatsoever that is outside the Stackin Account(s) or the relationship between the parties. Except where prohibited by applicable law, Stackin 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 Account 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 Stackin and its Indemnified Persons from any and all obligations, claims, judgments, losses, damages, liabilities, costs, fees and expenses, including reasonable attorneys' fees, arising out of or relating to: (i) any breach of this Agreement by Client, including your failure to provide true, accurate, complete, and current information (including Client Information) or to update Client Information or any misrepresentation or omission made by Client in this Agreement; (ii) any use of or access to the Platform and the advisory services provided hereunder, (iii) any direction, instruction or communication you provide with respect to this Advisory Agreement, your Stackin Account (including deposits, withdrawals, or transfers of assets to or from such account) or the assets in your Stackin 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 Stackin Account(s).

Without limiting the generality of the foregoing, except where prohibited by applicable law, Stackin 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 Stackin is providing advice under this Agreement are only a portion of Client's total assets, Stackin shall not be responsible for (a) any of Client's assets that Stackin is not managing under this Agreement; or (b) diversifying all of Client's assets. In addition, Stackin shall have no liability for Client's failure to promptly inform Stackin 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 Stackin Account(s).

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

Notwithstanding the foregoing, nothing contained herein shall be construed as Stackin's waiver of compliance with the Investment Advisers Act of 1940 ("Advisers Act") or a waiver by Client of any rights it may have hereunder. Client also agrees that Stackin may consult with legal counsel and any action or omission suffered or taken by it in good faith in reliance and in accordance with the opinion or advice of such counsel shall be full protection and justification to it with respect to the action or omission so suffered or taken.

All transactions in your Stackin Account will be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearing house, if any, where the transactions are executed. Where applicable, such transactions will be subject to the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934, and the rules and regulations of the Securities and Exchange Commission, the Board of Governors of the Federal Reserve System and any applicable self-regulatory organization. In no event will Stackin be obligated to effect any transaction it believes would violate any federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory body.

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

## **16. 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 Stackin.

Pursuant to the ESIGN Agreement you executed concurrently with this Advisory Agreement, you acknowledge that the usual way Stackin 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, Stackin will provide you with notices by other means, including e-mails linking to the Website, other e-mails, text messages, and traditional mail.

Nothing in this Advisory Agreement shall be deemed waived or amended without the prior express written consent of Stackin executed by a duly authorized representative of Stackin. Stackin may amend this Advisory Agreement from time to time by adding, revising, or deleting any terms or conditions, upon notice to you. Although Stackin may e-mail you about changes to this Advisory Agreement, the usual way for Stackin to notify you of amendments is to post notice on the Website, which will be available, subject to Stackin'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 Stackin Account or using the services provided in the Program without objecting after Stackin 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.

## **17. 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.

## **18. Assignment of Agreement**

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

## **19. Arbitration Agreement**

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

- **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;**
- **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 STACKIN 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, OR (c) ANY CONTROVERSY ARISING OUT OF STACKIN'S BUSINESS OR THE CLIENT'S INDIVIDUAL ACCOUNT OR STACKIN ACCOUNT (COLLECTIVELY, "CLAIMS"), SHALL BE CONDUCTED SOLELY BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE UPON THE OTHER PARTY. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY. ANY SUCH ARBITRATION SHALL BE HELD IN THE CITY AND STATE WHERE STACKIN'S PRINCIPAL OFFICE IS LOCATED AT THE TIME SUCH ARBITRATION IS COMMENCED. THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST STACKIN 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.

**20. Delivery of Brochure**

You acknowledge receipt of the Stackin Wrap Fee Program Brochure (the "Brochure"), delivered electronically and available on the Website, which contains certain disclosures concerning brokerage practices, risk factors and potential conflicts of interest, all of which may be amended from time to time

subject to law. The Brochure is also available on the Website and the Securities and Exchange Commission's Investment Adviser Public Disclosure page on [www.adviserinfo.sec.gov](http://www.adviserinfo.sec.gov) and more specifically on [www.adviserinfo.sec.gov/Firm/300433](http://www.adviserinfo.sec.gov/Firm/300433).

## **21. Confidentiality, Privacy, and Trusted Contact**

The information you provide to Stackin, including your personal information, is subject to the terms of Stackin's Privacy Policy, which is available at [www.startstackin.com/privacy-policy](http://www.startstackin.com/privacy-policy). By entering into this Advisory Agreement, you acknowledge receipt of the Privacy Policy, which Stackin may amend from time to time by posting new versions on the Website.

You agree that you shall not use investment advice, investment recommendations, or other confidential information you receive from Stackin for developing a service that competes with the Platform or the services of Stackin or any of its affiliates.

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

## **22. Client Information**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires Stackin, like all financial institutions to obtain, verify, and record information that identifies each person who opens an account. This means that when you open account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We will also ask to see your driver's license or other identifying documents. For purposes of this agreement, "Client Information" means all information about you, which may include, among other things, information about your identity, age, e-mail address, physical address, location, or other information which you supply through the Platform.



You acknowledge and agree that Stackin relies on the Client Information you provide through the Platform to provide the advisory services under the Program, including the Platform's recommendation of any Suggested Investment. You further acknowledge and agree that Stackin shares some or all of the Client Information with the Custodian and/or Broker and that, subject to the terms and conditions of the Customer Account Agreement, the Custodian and/or Broker relies on such Client Information to perform certain compliance functions including verifying your identity for customer identification purposes, know your customer ("KYC") and anti-money laundering purposes ("AML") and confirming that United States firms like Stackin, Broker, and Custodian are permitted to provide you with services under applicable United States economic sanctions against various countries, individuals, and organizations.

You represent and warrant to Stackin 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 Stackin that is no longer accurate promptly using the Platform.

## **23. Terms of Use**

By entering into this Advisory Agreement, you acknowledge that you have reviewed and hereby agree to the Terms of Use (can be found at [www.startstackin.com/termsfuse](http://www.startstackin.com/termsfuse)) 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. Stackin may amend its Terms of Use from time to time by posting new versions on the Website.

## **24. 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 Stackin, nor any delay by Stackin 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 Stackin 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 Stackin nor its affiliates intend to offer the Program, any securities, or any other products or services outside of the United States. You acknowledge that Stackin and its affiliates do not offer the Program to non-resident aliens subject to tax withholding. Neither Stackin 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 and Identification documents such Drivers licence or passport you provided to Stackin when applying for your Stackin Account using the account opening functionality through the Platform.

You represent and warrant that you have the full power and authority to enter into this Advisory Agreement. You certify that you are of legal age to enter into contracts in the state where you live. You agree that, when you sign as described herein, this Advisory Agreement will have been duly authorized and will be binding. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Advisory Agreement. You acknowledge and agree that you are fully responsible for all acts and omissions relating to the use of the Platform, including the selection of Investments and deposit and contributions to and withdrawals from your Stackin 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 Stackin 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 Stackin 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 Stackin 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 Complete.”**

BY CLICKING OR TAPPING “ACCEPT AND COMPLETE” I AGREE TO ENTER INTO THIS  
ADVISORY AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

## **Exhibit A: Potential Expenses Not Covered By the Stackin Fee**

Below is a list of ancillary fees Clients may incur that are not included in the Stackin Fee. These fees would be incurred based on a Client's request, beyond our control and accordingly excluded from the fees and services covered by the Stackin 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.

### **Transfer Charges**

ACAT Out (USA)	\$50.00 per Account
ACAT OUT (Intl.)	\$100.00 per Account
ACAT Incoming	Free
ACAT pass through fee	\$0.10 per position (inbound and outbound)
DWAC Transfer	\$75.00 per position
DTC Deliveries/ Receives	\$15.00 per position
DRS Transfer Incoming and Outgoing	\$50.00 per position

### **Miscellaneous Charges**

Returned Checks	\$20.00
Check Stop Payments	\$25.00
Overnight Check Delivery	\$20.00
Returned Wire Transfers (applies to attempted third-party wires)	\$25.00
Tax Certification (W-8 Ben)	\$5.00 per Account. One-time fee assessed at Account opening. Non-U.S. Accounts only.
1099 Request for Exempt Accounts	\$50.00
Tax Document Request (Fax and Regular Mail)	\$25.00
Physical Copy of Trade Confirmations	\$3.00 per confirmation
Physical Copy of Monthly Account Statements	\$5.00 per statement
Inactive Account Fee	\$12 fee assessed as of the date the Account is determined Inactive.
(defined as an Account that has not initiated any trading activity during the prior twelve (12) month period)	\$1.00 per month assessed for each additional month the Account remains Inactive.
Broker Assisted Trades (Phone Order)	\$10 per transaction

### **Withdrawal/ Administrative Request Charges**

Paper Check / e-check (USD)	\$3.00
ACH Transfer	\$0.25
Outgoing Domestic Wire Transfer	\$25.00
Outgoing International Wire Transfer	\$35.00