



## Stash Management® SERVICE AGREEMENT

Last Updated: July 17, 2020

The investor ("Client"), being duly authorized, has established an Account/Relationship (the "Account"), and hereby agrees to engage Stash Wealth LLC ("SW" or "Stash Wealth") on the following terms and conditions.

### 1. Appointment of Stash Wealth

Client hereby appoints SW as wealth adviser for the Account on a discretionary basis. The Account shall be subject to the objectives, limitations and restrictions outlined in Client's Stash Plan<sup>®1</sup> incorporated herein by reference. Client's Stash Plan<sup>®</sup> shall be updated annually as part of the Stash Management service. Client agrees to keep their client profile information contained within the Stash dashboard up to date, and any changes to the restrictions or limitations applicable to the Account, and to provide SW with prior written notice of any changes in the identity of persons authorized to act on behalf of Client with respect to the Account.

### 2. Services by SW

By electronically reading and acknowledging this Agreement, SW hereby accepts the appointment as wealth adviser for the Account and agrees from and after the effective date<sup>2</sup> which is collected and stored digitally, to supervise and direct the investments of the Account in accordance with the investment objectives of Client as outlined in the Stash Plan<sup>®</sup>, and as communicated hereafter in writing or other format to SW from time to time.

### 3. Procedure

SW has appointed Apex Clearing as custodian ("Custodian") to take and have possession of the assets of the Accounts. At no time will the Advisor accept, maintain possession or have custodial responsibility for the Client's funds, assets or securities. The Custodian will directly debit the Client's advisory fee from the Client's account. SW does not have access to the Client's

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<sup>1</sup> Traditionally known as the investment policy statement.

<sup>2</sup> The effective date of the Agreement is the date of subscription. Clients are required to electronically check a box that acknowledges that Client has read, understood and accepted this Agreement prior to purchasing.

account and all funds/securities will be delivered between Client and the Custodian only. Instructions of SW to Client or the Custodian with respect to investments shall be made in writing or electronically and confirmed as soon as practicable thereafter. If the identity of the Custodian changes, then SW will provide Client with prompt notice of the change and action must be taken by the Client to establish an account at the new custodian. Client hereby authorizes SW to receive from the Custodian a copy of any agreement between Client and the Custodian in effect at any time with respect to the Account. Regular Stash Management client accounts will be debited directly on a monthly basis. Alternatively, fees for FastTrack Stash Management Clients are billed at a flat rate of \$75/mo. and billed directly.

The Regular Stash Management account is the typical engagement where SW will provide asset management to clients. The FastTrack account is for clients who do not present the ability to engage in asset management, however, SW assists them over the course of a year to prepare for the Regular program, including a recalibration of their Stash Plan. SW will determine which program the client is eligible for based on financial readiness.

#### **4. Services to Other Clients**

It is understood that SW performs wealth advisory services for various clients and that the services provided by SW are offered/rendered on a non-exclusive basis. Client agrees that SW may give advice and take action in the performance of its duties with respect to any of its other clients which may differ with the advice given or action taken with respect to the Account, so long as it is SW's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. Nothing in this Agreement shall be deemed to confer upon SW any obligation to acquire for the Account a position in any security which SW, its principals or employees may acquire for its or their own accounts or for the account of any other client, if in the sole and absolute discretion of SW it is not for any reason practical or desirable to acquire a position in such security for the Account.

#### **5. Inside Information**

SW will not use any material non-public information ("MNPI") about any issuer of securities, to purchase or sell, or to recommend for purchase or sale, for the Account the securities of any issuer on the basis of any such information that may come into SW's possession.

#### **6. Proxies**

SW will not be required to take any action or render any advice with respect to the voting of proxies solicited by or with respect to the issuers of securities in which assets of the Account may be invested from time to time except as may be directed by Client and except as may be otherwise required by law.

## 7. Fees

The SM Service consists of two levels, Regular and FastTrack. Regular is the typical engagement where SW provides asset management service to clients. FastTrack is for clients who are not eligible for the Regular program. However, SW assists such clients to prepare for the Regular program which includes a recalibration of the client's Stash Plan®. This preparation time could take up to a year, however, if the preparation time lasts longer (i.e., two to three years) then SW will make the determination to terminate this contract with the client. SW will determine which program level is appropriate for the client based on the client's financial readiness.

### FastTrack Program

To accommodate clients who do not have assets to manage, SW will deem these clients eligible for SW's FastTrack program. SW decides for which clients investment management is not suggested. Since FastTrack Clients do not qualify for the Regular program billing is not subject to assets under management. By entering into this Agreement, the Client acknowledges that Client's subscription of SW's investment advisory service consists of a recurring \$75 payment feature which is billed directly to the Client under the FastTrack program. Client can halt the FastTrack service at any time by discontinuing credit card charges but until such time, Client accepts responsibility for all recurring charges prior to cancellation. Until Client terminates this authorization or wishes to change Client's payment method, Client's account will be charged. SW auto-renews Client's subscription at the level Stash Wealth selected based on Client's financial eligibility.

Clients are billed \$75 monthly in arrears. Once the credit card payment is activated by the client, Stash will bill the client, via the credit card issuer, on the 30th day of the month and monthly thereafter. The terms of Client's payment will be based on Client's Payment Method and may be determined by agreements between Client and the financial institution, credit card issuer or other provider of Client's chosen payment method. Client's non-termination or continued use of SW's services reaffirms that Stash Wealth is authorized to charge Client's Payment Method. Stash Wealth may submit those charges for payment and Client will be responsible for such charges. This does not waive Stash Wealth's right to seek payment directly from Client.

**Additional Details for FastTrack Billing. CLIENT MUST PROVIDE CURRENT, COMPLETE AND ACCURATE INFORMATION FOR CLIENT'S BILLING ACCOUNT. CLIENT MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP CLIENT'S BILLING ACCOUNT CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND CLIENT MUST PROMPTLY NOTIFY STASH WEALTH IF CLIENT'S PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF CLIENT BECOMES AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF CLIENT'S USER NAME OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE AT ACCOUNT SETTINGS. IF CLIENT FAILS TO PROVIDE STASH WEALTH ANY OF THE FOREGOING INFORMATION, CLIENT AGREES THAT STASH WEALTH MAY CONTINUE CHARGING CLIENT FOR**

ANY USE OF THE SERVICE UNDER CLIENT'S BILLING ACCOUNT UNLESS CLIENT HAS TERMINATED CLIENT'S SUBSCRIPTION FOR THE SERVICE (CONFIRMED BY CLIENT IN WRITING UPON REQUEST BY STASH WEALTH).

### Regular Program

Compensation to SW for its services rendered under the Regular program shall be calculated in accordance with the Schedule of Fees provided below (the fee schedule is also outlined in Item 5 of Form ADV). Client shall be given thirty (30) days prior written notice of any proposed increase in fees. Any increase in fees shall be preceded by an amendment or the acknowledgement and acceptance of a new contract that is stored in the SW dashboard.

The Regular program is billed monthly, in arrears, once assets have been established by the Client. The Custodian will directly debit the Client's advisory fee from the Client's account. At no time will the Regular program fee be less than \$90 per month. Client agrees and acknowledges that Client is responsible for paying any and all fees pursuant to this agreement. The fee table below outlines the fees charged to Clients based on Client's assets under management.

### Schedule of Fees

Assets Under Management	Fee
Up to \$250,000.00	1.2%
\$250,000.01 - \$500,000	1.1%
\$500,000.01 - \$600,000	1.0%
\$600,000.01 - \$700,000	0.90%
\$700,000.01 - \$800,000	0.80%
\$800,000.01 - \$900,000	0.70%
\$900,000.01 - \$1,000,000	0.60%
\$1,000,000.01 and up	0.50%

If an account's assets falls below \$90,000 the client's fee defaults to the monthly minimum of \$90. If the account's assets are greater than \$90,000, the client's fee would be the calculated total based on the percentage outlined in the fee table above. If the account's assets are at a breakpoint the fee would be the calculated total based on the breakpoint percentage on the table above. See below for examples:

AUM	< \$90,000	> \$90,000	breakpoint
Sample Monthly Calculation	$\$15,000 * .012/12 = \$151$	$\$145,000 * .012/12 = \$145$	$\$601,000 * .009/12 = \$450.75$
Monthly Fee	\$90	\$145	\$450.75

1 Since the total fee is below the monthly minimum, the fee would default to the \$90 minimum.

SW will not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Client. Clients should be aware that lower fees for comparable services may be available from other sources.

## 8. Valuation

In computing the market value of any investment of the Account, the securities in the Account listed on a national securities exchange or otherwise subject to current last-sale reporting shall be valued at the amount reported on the statement from the Custodian. Clients should understand that the Custodian shows account values that are based on the last day of the month, however, SW bills the Client based on Client's average daily balance.

## 9. Representations by Client

The execution and delivery of this Agreement by Client shall constitute the representations by Client that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law or otherwise; that if Client is an entity other than a natural person (a) this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms and (b) Client will deliver to SW such evidence of such authority as SW may reasonably require, whether by way of a certified corporate resolution or otherwise. SW is responsible only for the Account and not for the diversification or prudent investment of any outside assets or holdings of Client. This section applies only if Client's Account is for a pension or other employee benefit plan (including a 401(k) plan) governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

If Client is an ERISA plan (not simply a plan member) and the Account is for the assets or holdings of such ERISA plan, then SW acknowledges that it is a "fiduciary" within the meaning of ERISA and Section 4975(e)(3) of the Code. Client represents that SW has been furnished true and complete copies of all documents establishing and governing the plan and evidencing Client authority to retain SW. Client acknowledges that he/she is a "named fiduciary" with respect to the control or management of the assets in the Account. Client will furnish promptly to SW the governing plan documents, any amendment to the plan, and Client agrees that, if any amendment affects SW rights or obligations, the amendment will be binding on SW only when

agreed to by SW in writing. If the Account contains only a part of the assets of the plan, Client understands that SW will have no responsibility for the diversification of all of the plan's investments and that SW will have no duty, responsibility or liability for Client assets that are not in the Account. If ERISA or other applicable law requires bonding with respect to the assets in the Account, upon written request by SW, Client will obtain and maintain at Client expense bonding that satisfies the requirements of Section 412 of ERISA and covers SW and affiliated persons of SW.

## **10. Representations by SW**

By acknowledging and accepting this Agreement, SW represents and confirms that it is registered as an investment adviser pursuant to applicable State or Federal laws.

## **11. Termination**

This Agreement shall continue in effect until terminated by either party at any time upon delivery of written notice to either party. Client may terminate this Agreement within five (5) business days of electronically signing the Agreement without penalty.

## **12. Notices**

All notices and other communications contemplated by this Agreement shall be deemed duly given if e- delivered to SW, to the attention of its Managing Member, and to Client at the email address appearing in the Client Portal.

## **13. Governing Law**

The validity of this Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the state of the client's domicile (or residence) to the extent not pre-empted by ERISA or other federal or state laws or regulations.

## **14. Authority**

Except as otherwise set forth in this Agreement, Client authorizes SW to investigate, purchase, and sell on behalf of Client, various securities and investments. SW is authorized to execute purchases and sales of securities on Client's behalf without consulting Client regarding each sale or purchase.

## **15. Receipt of Forms ADV Part 2A, Part 2B(s), and Privacy Policy Statement**

Client acknowledges receipt of SW's Privacy Policy and Parts 2A and 2B of Form ADV. The Client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when

all parties to the contract have signed the contract, or signified their acceptance electronically, any other provisions of this contract notwithstanding. Copies of said documents remain on file for Client access in Client Portal under Settings > Disclosures.

## **16. Consent to Electronic Delivery**

Client hereby consents to receive various communications from SW via e-mail or other electronic delivery method. These items may include but are not limited to: all statements or reports produced by SW; trade confirmations; billing invoices; all Client brochures (Form ADV, Wrap Brochure, etc.); Privacy Policy Statements; and any other notices or documentation that SW chooses to provide on an ongoing or occasional basis. Client agrees to maintain current email addresses within the Client Portal.

## **17. Assignment**

No assignment of this contract can be made by either SW or Client without the prior written consent of the other party.

## **18. Confidential Relationship**

All information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except as required by law.

## **19. Title to Assets**

Except to the extent Client has notified, or in the future notifies, SW in writing, Client represents that assets in the Account belong to Client free and clear of any lien or encumbrances.

## **20. Minimum**

While there is no account minimum, SW levies a minimum monthly fee of \$75/mo. for FastTrack Stash Management clients and \$90/mo. for Regular Stash Management clients. This fee may be in excess of 2% of AUM in order to cover the cost of the annual Stash Plan® Update. The Stash Plan® Update is an annual recalibration of the Stash Plan® and is included as part of the service within the Stash Management program. Client should be aware that lower fees for comparable services may be available.

## **21. Market Conditions**

Client acknowledges that SW's past performance and advice regarding client accounts cannot guarantee future results. AS WITH ALL MARKET INVESTMENTS, CLIENT INVESTMENTS CAN

APPRECIATE OR DEPRECIATE. SW does not guarantee or warranty that services offered will result in profit.

## **22. Death or disability**

If Client is a natural person, then Client's death, incapacity, disability, or incompetence will not terminate or change the terms of this Agreement. However, Client's guardian, executor, attorney-in-fact, or other authorized representative may terminate this Agreement by giving us written notice in accordance with the termination provisions of this Agreement.

## **23. Statement of Understanding**

Client acknowledges that SW has provided additional education with regard to Risk/Return during the Stash Plan<sup>®</sup> process. Client understands portfolio risk maybe more or less than Client is comfortable with when it would affect their probability of success, as indicated by the 'confidence meter' in Client's Stash Plan<sup>®</sup>. When Client invest with SW, a risk-tolerance questionnaire isn't provided because risk parameters are defined by the goal time-horizon as discussed during the planning process i.e. Stash Plan<sup>®</sup>. Thus our advice is carefully calibrated to deliver risk-adjusted returns over Client's specific time frame, and integrate that with the level of saving.