

DASTA INVESTMENTS LLC CUSTOMER ADVISORY AGREEMENT

Last Updated: May 2023

This Customer Agreement (“Advisory Agreement”) is entered into by DASTA Investments LLC (“DASTA Investments” or “DASTA”), a Delaware limited liability company, and the undersigned (“you” or “Client”). You are contracting with DASTA Investments to obtain DASTA’s investment advisory services exclusively through the mobile app (along with its website, accounts, pages, and applications, collectively, the “Platform”) which is owned and operated by DASTA’s parent company, DASTA, Inc.

This Advisory Agreement will confirm our agreement for DASTA Investments to provide certain investment advisory and portfolio management services to you upon the following terms and conditions:

1. **Introduction.** By agreeing to the terms and conditions in this Advisory Agreement, you are representing and agreeing that you have read it carefully and understood its terms. You should immediately cease engaging in the services offered by DASTA Investments if you have any questions about your obligations under this Advisory Agreement, the services that DASTA Investments is agreeing to provide, or the limitations of those services. If you do have questions, please contact us at support@dubapp.com prior to engaging in any of these advisory services, and our representatives will assist you. You should retain this Agreement for future reference.

You and DASTA Investments understand and agree that certain investment advisory services provided by DASTA Investments are related to certain brokerage services provided by DASTA Financial, LLC (“DASTA Financial” or the “Introducing BD”) and Apex Clearing Corporation (“Apex” or the “Custodian”). Accordingly, you and DASTA Investments understand and agree that the rights and protections granted to DASTA Investments under this Advisory Agreement are integrated with all rights and protections granted to DASTA Financial and Apex by Client under the Apex Customer Agreement and DASTA Financial Customer Brokerage Agreement, that concern your relationship with Apex and DASTA Financial (“Integrated Rights”) and shall extend to this Advisory Agreement and govern aspects of your relationship with DASTA Investments. Whether the text of this Advisory Agreement contains similar terms or conditions to an Integrated Right shall not be interpreted to limit the extension and applicability of any Integrated Right to this Advisory Agreement.

By entering into this Advisory Agreement, you also acknowledge receipt of DASTA Investments’ Privacy Policy, Form ADV Part 2A, Form ADV Part 2B, and Form ADV Part 3 - Form CRS Client Relationship Summary.

The Services provided pursuant to this Agreement are not being offered to, and are generally not available to, anyone located outside of the fifty-three (53) U.S.A. States and territories. DASTA Investments makes no representation or warranty regarding its compliance with local laws in foreign jurisdictions. You agree to terminate this Advisory Agreement and cease engaging in the advisory services, to the extent you no longer reside in the U.S.A.

You will have the option to invest in proprietary investment strategies managed by DASTA or third party registered investment advisors (“RIAs”) (collectively “Premium Portfolios”), by utilizing DASTA’s proprietary Dubbing capabilities. When you “Dub” a Premium Portfolio, DASTA manages your assets by replicating the trading activity of the RIA’s portfolio in your Account. Prior to Dubbing any Premium Portfolio, you will be provided with important additional regulatory disclosures and be required to acknowledge them. In addition to the Dubbing feature, if in the future, you avail yourself of other additional services provided by DASTA Inc., DASTA Investments, and their respective affiliates that require Client to agree to specific terms and conditions electronically or otherwise, such terms and conditions will be deemed an amendment of this Advisory Agreement and will be incorporated into and made part of this Advisory Agreement.

Various features of the Application are offered or processed through service providers, which may be unaffiliated companies, or affiliates of DASTA. Unless otherwise noted, all authority granted to or limitations of

liability of DASTA shall include its affiliates, agents, and representatives, as well as any service provider, including Apex. Client authorizes DASTA and its agents or its affiliates acting on behalf of DASTA under this Advisory Agreement to perform the services contemplated by this Advisory Agreement.

2. **Establishment of a Client User Account and Provision of Client Information.** You have provided certain account opening and suitability information ("Client Information") through DASTA's Platform in connection with establishing a user profile ("User Profile") on the Platform. You represent and warrant that all Client Information, and any other information provided to DASTA Investments in connection with this Agreement, is current, accurate, truthful, and complete. You agree to promptly notify DASTA Investments of any changes to Client Information, but in any event, within thirty days of such change. You acknowledge and agree that DASTA Investments may rely on Client Information, including any updates thereto, without any question or investigation of its own. Notwithstanding the foregoing, in accordance with Rule 3a-4 ("Rule 3a-4") of the Investment Company Act of 1940, DASTA Investments will contact you at least annually to update Client's financial situation or investment objectives; and determine if you wish to impose any reasonable restrictions on the management of your Account or reasonably modify existing restrictions. Further, DASTA Investments will at least quarterly, provide you with written notification to contact DASTA Investments with any changes to such Client Information. DASTA Investments will also make a representative of DASTA Investments who is sufficiently knowledgeable about your Account and its management reasonably available to you for consultation.

3. **Scope of Services.** You acknowledge that you are engaging DASTA Investments to provide certain investment advisory and portfolio management services for investments in Premium Portfolios on the Platform ("Services"). Pursuant to this Advisory Agreement, DASTA Investments agrees to provide the Services described herein which shall include:

(a) **General.** The Service includes portfolio management services offered by DASTA Investments primarily through its Platform. Specifically, DASTA Investments will trade all or a portion of your Account in the same way as one or more Premium Portfolios that you elect to Dub. You acknowledge that DASTA Investments will provide the Services exclusively through its Platform, and therefore you must be willing to receive such Services exclusively through the Platform. DASTA Investments will generally provide customer support over the phone and through email for purposes of technical support, but such support is not investment advice and for educational purposes only, provided, that DASTA Investments will make a representative sufficiently knowledgeable about your Account and its management reasonably available to the Client for consultation in accordance with Rule 3a-4.

(b) **User Profile and Risk Score.** Your User Profile is designed to provide DASTA Investments with important information about your investment objectives and risk tolerance. User Profiles are based solely on Client Information and other information provided by you to DASTA Investments. DASTA utilizes your User Profile to provide you with access only to Premium Portfolios that fall within your risk tolerance score, developed internally by DASTA Investments. Your risk tolerance score can help you determine whether a Premium Portfolio meets your investment objectives as it relates to your overall investment strategy. You may not invest in Premium Portfolios determined by DASTA Investments to have a higher risk score than your risk tolerance score. However, you will have the opportunity to update your User Profile at any time, which may update your risk tolerance score. You are solely responsible for notifying DASTA Investments of any changes to your financial condition, investment objective or restrictions.

(c) **Transfers.** You acknowledge that all accounts are custodied by Apex and DASTA Investments has no authority with respect to any assignments, instruments of transfer, orders, or other instruments, but may assist Apex in facilitating any such request.

(d) **Investment Authority.** You authorize DASTA Investments to manage the portion of your Account that Dubs a Premium Portfolio on a discretionary basis with authority on your behalf to buy, sell, and otherwise effect investment transactions for your Account in accordance with such Premium Portfolio's holdings. DASTA Investments shall manage the portion of your Account that Dubs a Premium Portfolio by

issuing trading instructions to DASTA Financial to cause your Account to purchase and sell securities or other investment products.

(e) **Rebalancing of Premium Portfolios.** The securities and the proportions in which they are held in your Account for the portion that is Dubbed to a Premium Portfolio, may be rebalanced in DASTA Investments' discretion in order to accurately and proportionately Dub the securities held in a Premium Portfolio. To the extent you decide to restrict DASTA Investment from transacting in certain securities, DASTA cannot guarantee that the portion of your Account that is Dubbed to a Premium Portfolio accurately reflects the securities or proportions of securities held in the Premium Portfolio.

(f) **Order Handling.** DASTA Investments may, but is not required to, aggregate orders for the sale or purchase of securities for your Account with orders for the same security for other DASTA Investments' Clients, including its employees and their related persons, and for DASTA Investments' own account with DASTA Financial. In such cases, each Client account will be charged or credited with the average price per unit.

(g) **Dollar-Based Transactions and Fractional Shares.** You understand that, subject to applicable requirements, DASTA Financial and DASTA Investments through the Platform may report holdings and transactions in your Account in terms of either U.S. Dollars or shares. Because of dollar-based transactions, you will hold fractional share interests in securities. You understand that fractional share amounts are typically unrecognized and illiquid outside of the Platform and agree that fractional shares might not be marketable outside of the Platform.

(h) **Execution, Clearing, and Custody.** Apex shall maintain your Account and custody of the assets credited thereof and perform functions such as executing transactions and crediting of interest and dividends. Transactions placed by DASTA Financial for DASTA Investments on your behalf shall be cleared by Apex. You shall retain ownership of all cash, securities, and other instruments in your Account. Apex will provide transaction confirms, account statements and tax forms via mail/email. These will also be available on the Platform.

4. Management Fee; Expenses.

a. DASTA Investments shall charge you and be entitled to receive a management fee ("Management Fee") computed on an annual rate ranging from .25% to 3% of the value of any assets of your Account that Dubs a Premium Portfolio ("Managed Assets"). The Management Fee shall be computed daily using the end of day value of the Managed Assets, debited by Apex to your Account and paid monthly in arrears to DASTA Investments. This Agreement shall constitute your authorization for Apex, with which your Account is maintained, to pay the Management Fee to DASTA Investments out of your Account.

b. DASTA Investments shall bear the overhead and operating expenses incurred by DASTA Investments in rendering Services required under this Agreement. However, your Account shall bear the expenses of (i) issue and transfer taxes, bank service fees, or (ii) any other reasonable expenses, including but not limited to any commissions or custodial fees, related to the purchase, sale or transmittal of assets of your Account or any expenses charged by Apex in the course of services provided hereunder.

5. Contributions and Withdrawals. You may contribute additional cash to your Account through the Platform at any time, and you may withdraw cash from your Account at any time. There is no minimum account size to maintain an account with Apex. Client represents and warrants that no funds deposited into your Account are derived from or will be used to promote the conduct of any unlawful activity.

6. Plaid Linked Account. DASTA Investments, through the Platform, offers Clients the ability to link their bank account through a third-party service provider, Plaid, Inc. If you choose to use such service, you are granting DASTA Investments, acting as your agent, the right, power, and authority to transmit your personal and

financial information reasonably necessary for Plaid to provide these services to you. Specifically, you authorize DASTA Investments and Apex to retrieve your bank account, routing number, and account balances. You acknowledge that the information you provide to Plaid is governed by Plaid's privacy policy (<https://plaid.com/#end-user-privacy-policy>) and Apex's privacy policy found here (<https://www.Apexclearing.com/privacy-policy/>).

7. Proxies and Corporate Actions.

(a) You specifically retain the authority to vote proxies and DASTA Investments will not have the authority to vote securities on behalf of Client nor take instructions on behalf of Client on any corporate actions (e.g. tender offers). You will receive proxies and other solicitations from Apex through the Platform or to the email address you provide to us. Accordingly, you will not be able to contact DASTA Investments with questions about a particular solicitation.

(b) You are responsible for knowing about voluntary and mandatory reorganizations related to securities held in your Account and DASTA Investments is not obligated to notify you of any such reorganizations before they occur.

8. Filtering Tools/Investment Related Features. The Platform provides certain software related investment tools that provide you with search and sorting functionality. The availability of these features or customer support available on the Platform relating to the functional or operational aspects of these investment tools, does not constitute investment advice, an opinion with respect to the suitability of any results or any resulting transaction, or solicitation of any orders.

9. Service Interruptions. DASTA Investments does not represent or warrant that the Platform will be available and error free at all times. You agree that DASTA Investments will not be responsible for temporary interruptions in service due to maintenance, Platform changes, or failures, nor shall DASTA Investments be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature (including pandemics and natural events), labor disputes and armed conflicts.

10. Conflicts of Interest. DASTA Investments and its affiliates, officers, directors, employees, and agents may have interests that could conflict with those of the Client. DASTA Investments shall take reasonable steps to identify, prevent, and manage any conflicts of interest that may arise in connection with the provision of its services under this Agreement. In the event a conflict of interest arises, DASTA Investments will disclose the nature and extent of the conflict to the Client in writing and take appropriate steps to ensure fair treatment of the Client.

11. Electronic Delivery of Documents. By entering into this Advisory Agreement, you consent to receive from DASTA Investments all communications including all notices (including those provided in the section of this Advisory Agreement entitled "Notices" below), agreements, financial statements, disclosures, tax forms, and other documents in connection with the Service (collectively, "Contract Notices") electronically, through email or the Platform and that DASTA Investments may send communications to you on the Service or by email to you to the mailing address provided by you. You are responsible for maintaining a valid email address and software and hardware to receive, read and send electronic communications.

12. Liability; Indemnification.

(a) DASTA Investments will give you the benefit of its best judgment and efforts in rendering these services to you, and it is agreed as an inducement to its undertaking these services that DASTA Investments, its affiliates and their respective principals, officers, directors, members, partners, shareholders, service providers, agents and employees (collectively, the "Indemnitees") shall not be liable hereunder for any expenses, losses, damages, liabilities, demands charges and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relation to investigation or defending any demands, charges and claims) (collectively "Losses"); provided, however,

that nothing herein shall be deemed to protect or purport to protect an Indemnitee against any liability to you which any such person would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance by such Indemnitee of its obligations and duties hereunder; **provided, however, nothing herein shall be deemed to constitute a waiver or limitation of any rights which you may have against DASTA Investments under any federal securities laws, even in circumstances where the undersigned's actions were taken in good faith.**

(b) You shall reimburse, indemnify and hold harmless the Indemnitees for, from and against any and all Losses (i) relating to this Agreement or your Account arising out of any inaccuracy in Client Information, due to your failure to update such Client Information in a timely fashion or breach of any representation, warranty, covenant or Agreement set forth in this Agreement or any act or omission or alleged act or omission, in each of the foregoing cases on the part of you or any of your agents; (ii) resulting from following your or your agent's directions or failing to follow your or their unlawful or unreasonable directions, (iii) resulting from the failure of anyone not controlled by the undersigned to perform any obligations for you, or (iv) arising or relating to any demand, charge or claim in respect of an Indemnitee's acts, omissions, transactions, duties, obligations or responsibilities arising pursuant to this Agreement; provided, however, that an Indemnitee shall not be indemnified for Losses resulting by reason of his, her or its willful misfeasance, bad faith or gross negligence in the performance by such Indemnitee of its obligations and duties hereunder. In the event that this indemnification obligation shall be deemed to be unenforceable, whether in whole or in part, such unenforceable portion shall be stricken or modified so as to give effect to this section to the fullest extent permitted by law.

13. Outside Securities Activities. It is recognized that DASTA Investments, its affiliates and their respective principals, officers, directors, members, partners, shareholders, agents, and employees may have and continue to have investments in their own names, that the undersigned or any such persons may engage in investment advisory activities for others, and that the undersigned or any such persons may serve as an officer, director, stockholder, or partner of one or more investment funds. It is also recognized that it may not always be possible or in the best interests of the various persons to whom DASTA Investments or any of its affiliates or their respective principals, officers, directors, members, partners, shareholders, agents and employees gives investment advice or of which DASTA Investments or any of its affiliates and their respective principals, officers, directors, members, partners, shareholders, agents and employees to take or liquidate the same investment positions at the same time.

14. Confidentiality. All non-discretionary investment advice furnished by DASTA Investments to you shall be treated as confidential and shall not be utilized in trading for your other accounts or disclosed to third parties except as required by law. DASTA Investments may, however, disclose information to third parties about you, or the transactions you make Dubbing Premium Portfolios, or as otherwise necessary to fulfill our obligations under this Advisory Agreement. Please see our DASTA Investments Privacy Policy for further details.

15. Assignment. The Advisory Agreement shall bind your heirs, assigns, executors, successors, conservators, and administrators. This Advisory Agreement may not be assigned by either party without the written consent of the other party.

16. Termination.

(a) DASTA Investments may terminate this Advisory Agreement, or close, deactivate, or block access to your Account at any time in its sole discretion. This Advisory Agreement may be terminated by you upon receipt by DASTA Investments of your written electronic notice of intent to terminate, which shall mean such action that is provided within the Platform. You shall be responsible for any transaction initiated prior to termination. After termination of your Account, you will remain liable to DASTA Investments for payment of any indebtedness or obligation to DASTA Investments as provided for pursuant to this Advisory Agreement.

(b) Upon termination, DASTA Investments is expressly authorized by you to redeem or otherwise liquidate any shares held in your Account and disburse proceeds to you. DASTA Investments shall not be liable for any Losses caused by the liquidation of securities pursuant to this Section, including but not limited to any tax liabilities.

17. Change in Representations. If any of your representations cease to be true, you will promptly notify DASTA Investments of the facts pertaining to such changed circumstances.

18. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK IRRESPECTIVE OF THE PRINCIPAL PLACE OF BUSINESS, RESIDENCE OR DOMICILE OF THE PARTIES AMONG WHOM IT IS MADE.

19. Complaints. Complaints about your Account may be directed to support@dubapp.com or by mail to 520 Broadway, 11th Floor, New York, NY 10012

20. Notices. All notices shall be in writing and shall be deemed to have been duly given (i) if delivered in person or by courier, on the date it is delivered; (ii) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered or its delivery is attempted; and (iii) if sent by facsimile, on generation of confirmation, to the following respective addresses until a different address is specified in writing by one party to the other party.

ACCEPTED AND AGREED: You acknowledge that you have read the preceding terms and conditions of this Agreement, that you understand them and that you hereby manifest your assent to, and your agreement to comply with, those terms and conditions by accepting this Agreement.