**DASTA FINANCIAL, LLC BROKERAGE AGREEMENT**

This Brokerage Agreement is entered into by DASTA Financial, LLC (“DASTA Financial”), a broker-dealer registered with the Securities and Exchange Commission (“SEC”) and a member of FINRA, and the undersigned (“you” or “Client”). You are opening a securities brokerage account (“Account”) with DASTA Financial pursuant to the terms of this Brokerage Agreement (“Agreement”) for the purposes of engaging in self-directed trading exclusively through the mobile app (along with its website, accounts, pages and applications, collectively, the “Platform” or “dub App”) which is owned and operated by DASTA Financial’s parent company, DASTA, Inc. (the “Parent”). The dub App also provides you with (i) access to the Parent’s copy trading tools, which allow you to copy (or “dub”) the holdings of another dub App user (the “Copy Program”); and (ii) engage with DASTA Investments LLC (“DASTA Investments”), a registered investment advisor, to manage your account according to internally created model portfolios (“Proprietary Program”). DASTA Investments closely cooperates with DASTA Financial. As part of DASTA Financial opening the Account, Client agrees to the terms and conditions set forth in this Brokerage Agreement. This Brokerage Agreement shall govern all brokerage accounts opened by Client with DASTA Financial and/or all its affiliates.

1. **Introduction:** By entering into this Agreement, you are representing and agreeing that you have read it carefully and understood its terms, including the arbitration clause located at Section 32. You should not sign this Agreement if you have any questions about your rights or obligations under this Agreement or the services that DASTA Financial is agreeing to provide. Please direct all questions to support@dubapp.com prior to signing this Agreement and we will assist you. Retain this agreement for future reference.

Client and DASTA Financial understand and agree that certain brokerage services provided by DASTA Financial are related to certain investment advisory services provided by DASTA Investments. Client and DASTA Financial agree that the rights and protections granted to DASTA Financial under this Brokerage Agreement are integrated with all rights and protections granted to DASTA Financial by Client under the Customer Advisory Agreement which concern Client’s relationship with DASTA Investments (“Integrated Rights”) and shall extend and apply to this Brokerage Agreement and govern aspects of Client’s relationship with DASTA Financial. Whether the text of this Brokerage 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 Brokerage Agreement. Client further understands and agrees that while DASTA Investments and DASTA Financial are affiliated entities under common ownership, they are separate entities and are not responsible for the obligations, acts, or omissions of one another. DASTA Financial will not indemnify or be held responsible by Client for the obligations, acts, or omissions of DASTA Investments. Client understands and agrees that, together with the Integrated Rights, the terms and conditions of this Agreement govern all aspects of Client’s relationship with DASTA Financial to include all transactions between DASTA Financial and Client and all products and services now or in the future offered through DASTA Financial, beginning on the date the Account is opened.

By entering into this Brokerage Agreement, in conjunctions with the Services outlined herein, and in order to access such Services, Client also agrees to the terms of, and agree to enter into, the following agreements found at: [dub disclosures](https://support.dubapp.com/hc/en-us/sections/17915347669531-dub-Disclosures)

1. Terms of Use
2. Privacy Notice
3. DASTA Investments Advisory Agreement

Certain portfolios or features may have additional disclosures on the dub App. Client agrees to read these disclosures before electing the portfolio or utilizing a feature. If Client decides to utilize additional services provided by DASTA Financial that require Client to agree to specific terms and conditions electronically or otherwise, those terms and conditions will be deemed an amendment and will be made part of this Agreement. DASTA Financial reserves the right to terminate or amend this Agreement at any time.

If Client does not accept to be bound by the terms and conditions of this Agreement, Client will not apply for an Account with DASTA Financial. DASTA Financial, in its sole discretion, reserves the right to decline any Application or to terminate any Account at any time and for any or no reason.

Various features of the Account are offered or processed through a service provider, which may be an unaffiliated company, or an affiliate of DASTA Financial. Unless otherwise noted, all authority granted to or limitations of liability of DASTA Financial shall include its affiliates, agents, and representatives, and any service provider, including DASTA Investments (for certain advisory and informational services integrated with the Account). DASTA Financial and its agents or its affiliates acting on behalf of DASTA Financial under this Agreement are authorized to perform the services contemplated by this Agreement.

**CLIENT WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS BROKERAGE AGREEMENT BEFORE CLICKING TO SUBMIT AN APPLICATION OR OTHERWISE ENTERING ELECTRONIC SIGNATURE. CLIENT UNDERSTANDS THAT CLICKING OR CHECKING TO SUBMIT AN APPLICATION OR TYPING CLIENT’S NAME IN THE ELECTRONIC SIGNATURE FIELD IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS BROKERAGE AGREEMENT AND CLIENT WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS, INCLUDING THE ARBITRATION CLAUSE LOCATED AT SECTION 32. CLIENT UNDERSTANDS THAT THIS BROKERAGE AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY DASTA FINANCIAL, UPON WRITTEN NOTICE. CLIENT UNDERSTANDS THAT BY CONTINUING TO PARTICIPATE IN THE PROGRAM AND MAINTAIN A SECURITIES BROKERAGE ACCOUNT WITHOUT OBJECTING TO REVISED TERMS OF THIS BROKERAGE AGREEMENT, CLIENT IS ACCEPTING THE TERMS OF THE REVISED BROKERAGE AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.**

1. **DEFINITIONS:**

**Device**. A computer, television, a personal digital assistant, mobile phone, or any other communications device, including any software Client uses on such device whether DASTA Financial provides it to Client or otherwise, that enables Client to access and use the Service or Program through any means, including the World Wide Web, the Internet, any wireless connection or any other computer or telephonic network.

**Account**. Each account at DASTA Financial established in Client’s name, the Assets belonging to which are managed through the Program.

**Account Communications**. All communications to Client from DASTA Investments or DASTA Financial which relate to the Account, the Program, or, more generally, Client’s relationship with DASTA Investments or DASTA Financial.

**Account Holder**. The natural person, corporation, partnership, trustee, custodian, or other entity in whose name the Account is opened.

**Advisory Customer Agreement**. The agreement between DASTA Investments and Client for provision of advisory services through the Proprietary Program, which client agrees to enter and abide by as a condition of opening and maintaining the Account.

**Application**. The application Client prepares and submits within the mobile application for the purpose of opening the Account with DASTA Financial, and as part of which Client consents to the terms and conditions of this Brokerage Agreement. Application includes all information provided by Client to DASTA Financial and DASTA Investments in connection with the opening or maintenance of the Account, and any later applications submitted by Client to DASTA Financial for additional services or account features.

**Assets**. Assets include cash, stocks, exchange traded funds, money market funds, and other financial instruments and related contracts, whether certificated or uncertificated and whether for present or future delivery, and all rights and entitlements thereto. This definition includes the securities and other property and the proceeds thereof currently or in the future held, carried, or maintained by DASTA Financial or any of its affiliates, in the possession or control of DASTA Financial, in the possession or control of any such affiliate, or in the possession or control of any such agent for any purpose, in and for any of Client’s current or future Accounts, including any Account in which Client has a beneficial interest.

**DASTA Investments.** DASTA Investments LLC is an SEC Registered Investment Adviser located at 520 Broadway, 11th Floor, New York, NY 10012. For purposes of this Brokerage Agreement, references to affiliates of DASTA Investments include their respective officers, directors, employees, representatives, agents, successors, and assigns.

**DASTA Financial**. DASTA Financial, LLC is a broker-dealer registered with the SEC and a FINRA member located at 520 Broadway, 11th Floor, New York, NY 10012, doing business as dub Financial. DASTA Financial, its agents, service providers, or its affiliates acting on behalf of DASTA Financial under this Agreement are authorized to perform the services contemplated by this Agreement. For purposes of this Brokerage Agreement, references to affiliates of DASTA Financial include their respective officers, directors, employees, representatives, agents, successors, and assigns.

**DASTA Investments Trading Hours/Market Hours.** Time periods between 9:30 AM to 4:00 PM Eastern Time during Market Hours.

**Brokerage Agreement**. This Brokerage Agreement between Client and DASTA Financial, which Client agrees to enter and abide by upon opening the Account and subject to amendments.

**Business Day**. Monday through Friday, excluding stock exchange holidays. Although Bank holidays are not considered Business Days for purposes relating to ACH transactions.

**Client**. An advisory client of DASTA Investments and/or a brokerage customer of DASTA Financial, who is the Account Holder.

**Fiduciary**. A person or entity authorized to give instructions with respect to an Account on behalf of beneficial owners of the Account, including a *Uniform Transfers to Minors Act* or *Universal Gifts to Minors Act* Account custodian, a trustee, conservator, guardian, representative, administrator, executor, attorney-in-fact, or an investment adviser. A Fiduciary is bound by the provisions of this Brokerage Agreement with respect to orders entered through the dub App to the same extent as the beneficial owners of the Account.

**FINRA**. The Financial Industry Regulatory Authority, of which DASTA Financial is a member firm.

**dub App**. The collection of tools, features, adjustments, inputs, and other controls within the mobile Application which are provided to establish and manage the Account and access services provided through the Program.

**Losses**. All loss, liability, cost, judgment, arbitration award, settlement, tax, penalty, action, damage, charge, expense or fee (including attorneys' fees and costs of collection) of any nature whatsoever, and claims, therefore.

**Password**. Any authentication device (including alphanumeric codes) associated with Client’s User ID that DASTA Investments and/or DASTA Financial require for access to the Account or services provided through the Program and/or dub App.

**Copy Feature**. The copy trade feature which aggregates orders to copy a user’s portfolio holdings as part of the Copy Program, or in the context of the Customer Advisory Agreement, the discretion provided to DASTA Investments to manage your money in accordance with the Proprietary Program.

**Securities and/or Other Property**. This includes cash, stocks, exchange traded funds, money market funds, and other financial instruments and related contracts, whether certificated or uncertificated and whether for present or future delivery, and all rights and entitlements thereto. This definition includes the securities and other property and the proceeds thereof currently or in the future held, carried, or maintained by DASTA Financial or any of its affiliates, in the possession or control of DASTA Financial, in the possession or control of any such affiliate, or in the possession or control of any such agent (such as Apex Clearing Corporation) for any purpose, in and for any of Client’s current or future Accounts, including any Account in which Client has a beneficial interest.

**Service**. The brokerage, financial, and other services which may be offered, including through electronic means.

1. **Customer Advisory Agreement**: Client understands and agrees that: (a) execution of the Customer Advisory Agreement and continuation of its terms is contingent upon Client execution of the Brokerage Agreement. DASTA Financial will execute transactions in the Account pursuant to orders or other instructions DASTA Investments places with or provides to DASTA Financial via the Proprietary Program.
2. **Account Maintenance:** DASTA Financial will maintain the Account and DASTA Financial’s clearing firm, Apex Clearing Corporation (“Apex”), will custody it.
3. **Execution Services and Clearing Arrangement:** Client understands and agrees that DASTA Financial has entered into a clearing agreement with Apex, its clearing partner pursuant to which transactions within the Account will be cleared and settled by Apex.
4. **True and Accurate Information**: Certain information Client has provided on the Application is incorporated into this Brokerage Agreement. Client attests that such information is current, accurate, truthful, and complete. Unless otherwise required by this Brokerage Agreement, Client agrees to notify DASTA Financial promptly via the dub App of any change to the information within thirty (30) days of such change. Client agrees to indemnify and hold DASTA Financial and its affiliates harmless from and against all Losses arising out of or relating to Client’s failure to provide information that is current, accurate, truthful, and complete on the Application or to update such information as required. Client further represents that no one else has an interest in the Account except Client and any other person that Client has previously disclosed to DASTA Financial through the dub App or otherwise as specified by DASTA Financial.
5. **Service Not Available Outside the United States or to Non-Resident Aliens**: The products and services provided by DASTA Financial, DASTA Investments, and the dub App are not being offered to and are generally unavailable to anyone located outside the 50 U.S. states, including U.S. citizens residing or working abroad. DASTA Financial makes no representation or warranty regarding its compliance with local laws in foreign jurisdictions, or regarding the appropriateness of the dub App's content or its compliance with such local laws. Client agrees to terminate this Agreement upon a change in residency that would make client ineligible to utilize the dub App. Client agrees to indemnify and hold DASTA Financial and its affiliates harmless from and against all Losses arising out of, relating to, or incurred because of the unavailability of the dub App in foreign countries.
6. **Client Obligation to Check the dub App:** Client agrees that the primary method of DASTA Investments’ or DASTA Financial's communication with Client will be by posting information on the dub App and, to the extent required by law, providing Client an e-mail notice that directs Client to the dub App from which the information can be read and printed. Client understands that DASTA Investments and DASTA Financial reserve the right, however, to post Account Communications on the dub App without providing notice to Client and send Account Communications to Client’s postal or electronic address of record. Client agrees to check the dub App regularly as Client may have no other means of knowing that information and Account Communications have been delivered to Client. Client agrees that all Account Communications provided to Client in any of the ways described above will be deemed to have been good and effective delivery to Client when sent or posted directly by DASTA Investments, by DASTA Financial, or by DASTA Investments on behalf of DASTA Financial, regardless of whether Client actually or timely receives or accesses the Account Communication.
7. **Fees:** Unless otherwise described herein, DASTA Financial shall not charge Client any direct fees. Notwithstanding the foregoing, DASTA Financial may charge Client and deduct from the Account fees for certain irregular Services including, but not limited to, a reasonable service fee for the delivery of Account Communications that would otherwise be delivered to Client electronically, ACH reversal fees charged by banking institutions and APEX against the Client’s Account (Section 11), maintenance and service fee for Client Accounts that fall below a minimum value, physical delivery of securities, and the transfer of assets to another broker-dealer. In addition, DASTA Financial may charge the Client and deduct from the Account damages and penalties for fraud as described. Client also agrees to pay all applicable federal, state, and local taxes. Client authorizes DASTA Financial to automatically debit the Account for any such fees and taxes. DASTA Financial may close the account for Client’s failure to pay fees and taxes.
8. **Fraud:** In cases of fraud or theft by Client, acting alone or in concert with others, involving, among other things unauthorized electronic funds transfers from bank accounts belonging to others, attempted electronic transfers from non-existent accounts, or similar illegal, unauthorized, or improper conduct involving account funding or withdrawals, and including situations in which Client has allowed third parties to use the Account in any such manner, DASTA Financial shall assess against Client, in addition to all other fees, damages and penalties to which it may be entitled per forged, faked, fictitious, stolen, or otherwise unauthorized item or transfer. This fee shall constitute liquidated damages to compensate DASTA Financial for the time and effort of DASTA Financial employees in rectifying said conduct.
9. **Insufficient Funds Policies:** DASTA Financial reserves the right to cancel or cover any transaction which is the subject of a reclamation or other failure of an electronic funds transfer (an “ACH return”). Any fees imposed by Client’s bank in connection with an ACH return shall be the sole responsibility of Client, and not of DASTA Financial or DASTA Investments. If an ACH return takes place after securities have been purchased or funds have been deposited, Client understands that Client may not be entitled to the resulting securities purchased or funds deposited, nor to any benefits of ownership therefrom. Client will have an obligation to DASTA Investments in an amount that is no less than the amount of the deposit that was the subject of an ACH return. DASTA Financial may offset losses resulting from an ACH return out of any balance in Client’s Account. DASTA Financial also reserves the right to restrict Client’s ability to withdraw funds until such time as it is reasonably assured that all deposits or other items in Client’s account have cleared.
10. **Multiple Account Holders:** If there is more than one Account Holder, the legal ownership of the Account will be as designated on the application via the dub App. If no designation is made, each Account Holder directs DASTA Financial to establish the Account as joint tenants with rights of survivorship.

If there is more than one Account Holder, each Account Holder agrees to be jointly and severally liable for all obligations arising under this Brokerage Agreement or otherwise relating to the Account, including responsibility for information provided through the dub App or using any User ID and Password associated with the Account, regardless of which Account Holder gives such instructions, enters such orders or changes such Password. Each Account Holder has full authority, acting individually and without notice to any other Account Holder, to deal with DASTA Financial as fully and completely as if such Account Holder were the sole Account Holder. Each Account Holder authorizes DASTA Financial to follow the instructions of any one Account Holder concerning any matter pertaining to the Account to include the purchase and sale of securities, delivery of any or all securities or other property in the Account to any third party, or disbursement of any or all monies in the Account. If one Account Holder is not an owner of the linked Checking Account, the Account Holder(s) that own(s) the linked Checking Account represents and warrants that each Account Holder has the legal authority to make deposits to and withdrawals from the linked Checking Account to and from the Account. All Account Holders shall hold DASTA Financial harmless from and against any losses arising out of or relating to any deposit to or withdrawal from the linked Checking Account to and from the Account by any Account Holder.

In the event of a dispute between or among Account Holders of which DASTA Financial has notice, DASTA Financial reserves the right, but is not obligated, to place restrictions on the Account.

Each Account Holder agrees that, on the death or disability of an Account Holder, divorce of married Account Holders, or other event that causes a change in ownership or capacity with respect to the Account, the remaining Account Holder(s) will immediately give DASTA Financial official written notice of such change of ownership or capacity. DASTA Financial will not be responsible for any transfers, payments or other transactions in the Account made at the direction of a former Account Holder or incapacitated Account Holder before DASTA Financial received and had a reasonable amount of time to act on such official written notice. Following receipt of such official written notice, DASTA Financial may require additional documents and reserves the right to retain such Assets in and/or restrict transactions in the Account as it deems advisable in its sole discretion to protect itself against any Losses. Any former Account Holder and the estate of any deceased or incapacitated Account Holder will remain jointly and severally liable for any losses in the Account arising out of or relating to transactions initiated before DASTA Financial received and had a reasonable amount of time to act on such official written notice.

DASTA Financial will not notify other Account Holders of the actions taken by any one Account Holder. Each Account Holder agrees that notice provided to any one Account Holder will be deemed to be notice to all Account Holders for all purposes. Joint accounts are made available at the sole discretion of DASTA Financial.

1. **Taxpayer ID and Backup Withholding:**  Client understands that, if a correct Taxpayer Identification Number is not provided to DASTA Financial, Client may be subject to backup withholding tax at the appropriate rate on all dividends, interest, and gross proceeds paid to Client. Backup withholding taxes are sent to the IRS and cannot be refunded by DASTA Financial. Client further understands that if Client waives tax withholding and fails to pay sufficient estimated taxes to the IS, Client may be subject to tax penalties.
2. **Checking Account**: Client may maintain a maximum of one linked checking account (“Checking Account”) at any time. Initially Client’s Linked Checking Account will be the account that Client designates in the Application. To establish or change the linked checking account Client will comply with applicable procedures on the dub App. DASTA Investments or DASTA Financial may place reasonable restrictions on the frequency with which Client changes the linked checking account.
3. **Deposits and Withdrawals to the Account:** At any time, Client may request cash deposits to the Account from the linked Checking Account or withdrawals from the Account to the linked Checking Account by taking appropriate action within the dub App. Client represents and warrants that no funds deposited into the Account are derived from, or will be used to promote the conduct of, any unlawful activity.

Client understands and agrees that the deposit and withdrawal of funds to or from the Account may be conducted in cash via Automatic Clearing House (“ACH”) transaction from or to the linked Checking Account. Client further understands and agrees that ACH transactions are subject to processing delays which may take up to five (5) business days and funds transferred may not be credited to the Account or otherwise available to Client during processing. DASTA Financial reserve the right to require that Client make requests for withdrawals from the Account in writing. Client may initiate an ACH disbursement request by taking appropriate actions to make a withdrawal within the dub App. Client may withdraw an amount up to the current market value of the Account not including the fees that are due at any time. In making such request Client authorizes DASTA Financial and its bank service provider to act on Client’s behalf to initiate the ACH disbursement. On receipt of an ACH disbursement request by DASTA Financial, DASTA Financial will transmit payment instructions to the applicable bank as soon as practicable. It is Client’s responsibility to ensure that instructions are accurate before requesting DASTA Financial to initiate an ACH disbursement. DASTA Financial may in its discretion attempt to abide by a subsequent request for a change to instructions, but it is not obligated to do so. Client understands that any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer may result in such ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to Client. Client agrees to indemnify and hold DASTA Financial, DASTA Investments, and their affiliates harmless from any Losses arising out of or relating to an attempt to amend or cancel an ACH transfer request and any erroneous, mismatched, or incomplete identifying information on an incoming ACH transfer.

1. **FDIC-Insured Sweep Program:** You authorize Apex to enroll you in the FDIC-Insured Sweep Program and authorize DASTA Financial and Apex to, sweep the excess cash balance in your Account into sweep deposit Accounts Apex has established at one or more Program Banks on your behalf. You also agree and understand that: (a) the you have read and understand the sweep program terms and conditions and/or prospectuses available at: <https://support.dubapp.com/hc/en-us/articles/17920670727835-APEX-FDIC-INSURED-SWEEP-PROGRAM>, and are aware of the products available in such sweep programs; (b) DASTA Financial and Apex will not be obligated to pay interest on any free credit balances in the Account, (c) DASTA Financial receives from Apex rebates derived from this Sweep Program, and (d) Apex may make changes to its FDIC and/or money market sweep programs and products at any time, in its sole discretion and with or without notice to Client; and (e) if you wish to not participate in the Program, you must contact DASTA at support@dubapp.com. Notwithstanding the above, all balances held through the Program at Program Banks are insured by the FDIC up to the applicable limit, per Program Bank, but are not insured by SIPC nor are they obligations of dub and/or Apex.
2. **Requesting Certificates:** Client authorizes DASTA Financial to register any Securities and/or Other Property in the Account in the name of DASTA Financial or any other nominee, including sub-custodians, or to cause the Securities and/or Other Property to be registered in the name of, or in the name of any nominee of a recognized depository clearing organization. Client’s ownership of these Securities and/or Other Property is reflected in DASTA Financial’s records. Without abrogating any of DASTA Financial’s rights under this Agreement and subject to prior satisfaction of any indebtedness Client may have to DASTA Financial, Client is entitled to receive physical delivery of fully paid securities from the Account. On Client’s written instructions, and on paying any applicable fees, any certificate that is capable of being produced and obtained by DASTA Financial will be sent to Client on request. Client understands and agrees that DASTA Financial cannot transfer or deliver fractional shares of any security.
3. **Personal Information:** The respective rights and responsibilities of DASTA Investments, DASTA Financial, and Client regarding the collection, processing, and use of Client’s personal information and Client’s rights to limit the use and disclosure of such information, are set forth in the DASTA Investments Customer Advisory Agreement and Privacy Policy. Such rights and responsibilities are further defined by applicable laws and regulations of national and state governments and international bodies. In the event of any controversy regarding DASTA Investments’ or DASTA Financial's collection, use, processing, transfer, or receipt of any information about Client, Client agrees that remedies will be expressly limited to those specifically provided by the applicable laws and regulations, in accordance with this Agreement. Client authorizes DASTA Investments and DASTA Financial to obtain reports, from time to time, concerning Client’s background, credit standing, and business conduct. Client also authorizes DASTA Investments and DASTA Financial, without notification, to request a new background and/or credit report in connection with any review, extension, execution, or renewal of the Account. On written request, DASTA Financial will advise Client whether it obtained credit reports, and if so, will provide the name and address of the reporting agency that furnished the reports. In addition, Client understands that DASTA Investments and DASTA Financial reserve the right to report to consumer and securities credit reporting agencies any negative credit information pertaining to any Account held by Client at DASTA Financial or managed by DASTA Investments. Client authorizes DASTA Financial to share credit bureau information and any other personal information that DASTA Financial obtains with its affiliates and with unaffiliated third parties in accordance with the DASTA Investments Privacy Policy.

If you are employed by or registered with a broker-dealer or other employer whose consent is required to open and maintain an Account, and DASTA Financial has received said consent, you agree that DASTA Financial may – but is not required to – provide duplicate statements and confirms to said broker-dealer or other employer in any manner that DASTA Financial chooses, including by using third party services.

1. **Disclaimer of Liability**: Client understands and agrees that neither DASTA Financial, DASTA Investments, their affiliates, nor any independent providers/transmitters shall be liable in any way to Client or to third parties, or have any responsibility whatsoever, and Client agrees to indemnify and hold harmless DASTA Financial, DASTA Investments, their affiliates, and any independent providers/transmitters, for: (a) any losses arising out of or relating to a cause over which DASTA Financial or its affiliates do not have direct control, including the failure of electronic or mechanical equipment or communication lines, telephone, or other interconnect problems, unauthorized access, theft, operator errors, government restrictions, force majeure (e.g., earthquake, flood, severe or extraordinary weather conditions, natural disaster or other act of God, fire, acts of war, terrorist attacks, insurrection, riot, strikes, labor disputes or similar problems, accident, action of government, communications, system or power failures and equipment or software malfunction), exchange or market rulings or suspension of trading; or (b) any special, indirect, incidental or consequential damages (including lost profits, trading losses and damages) that Client may incur in connection with Client’s use of the service provided by DASTA Financial under this Agreement or otherwise through DASTA Investments.
2. **Restrictions on Account Services**: Client understands that DASTA Financial may place restrictions on the Account for any reason, including a request from a government agency or law enforcement authority, court order, tax levy, or garnishment, or in the event of a dispute between joint Account Holders. Client understands that DASTA Financial may be required to liquidate or close out securities and/or other property in the Account to satisfy any such court order, garnishment, tax levy, or other legal or regulatory obligation. DASTA Financial will not be held liable for any losses that arise out of or relate to any such transaction and Client agrees to indemnify and hold DASTA Financial and its affiliates harmless from and against any losses they may incur in taking such actions.
3. **Termination of Account**: Client may close the Account at any time, after all fees due are paid, on written notice to DASTA Financial. DASTA Financial reserves the right to terminate the Account or to block Client’s access to the dub App without notice. The terms and conditions of this Agreement will survive termination of the Account and will continue to apply to any disputed or other remaining matters involving Client’s relationship with DASTA Financial. Client acknowledges and agrees that following Client’s indication that he or she would like to terminate the Account, DASTA Financial may in its sole discretion keep the Account open for a time period not to exceed six months solely to capture dividends and any other income arising from Assets previously held in the Account and DASTA Financial will remit any such dividends or income to the Client. After the termination of the Account, Client will remain liable to DASTA Financial and/or DASTA Investments for payment of any indebtedness or obligation to DASTA Financial and/or DASTA Investments as provided under this Agreement. If Client should re-open the Account at a date after terminating the Account and this Agreement, Client agrees to be bound by this Agreement in effect at the time Client re opens the Account.
4. **Transfer of Assets:** Client understands that transferring cash out of the Account to the linked Checking Account shall be done by way of an ACH withdrawal. For non-cash assets, Client may request an in-kind transfer of such Assets to an account Client has established with another broker-dealer. Transfer requests will be in a form determined by DASTA Financial and accompanied by documents and information DASTA Financial shall require validating the request. DASTA Financial may reject the transfer request in its discretion before or after initiation and Client will be notified of any such rejection electronically, by telephone, or otherwise. DASTA Financial is not liable for any losses Client may sustain in connection with the securities and/or other property in the Account between the time that it decides to reject a transfer request and Client’s receipt of notice of the rejection. It is Client’s responsibility to ensure that transfer instructions are accurate before submitting a transfer request to DASTA Financial. A transfer request generally cannot be amended or canceled after DASTA Financial receives the transfer request. DASTA Financial will not be liable for any losses that arise out of or relate to an attempt to amend or cancel a transfer request, and Client agrees to indemnify and hold DASTA Financial harmless from any losses arising out of or relating to an attempt to amend or cancel a transfer request, including a decline in the market value of assets. Client should be aware that assets held in the form of fractional shares within the Account may not be transferrable in-kind and may need to be liquidated and transferred out via an ACH withdrawal to the linked Checking Account.
5. **DASTA Financial Services: CLIENT ACKNOWLEDGES AND AGREES THAT DASTA FINANCIAL DOES NOT SOLICIT SECURITIES TRANSACTIONS AND IS NOT RESPONSIBLE FOR DETERMINING THE SUITABILITY OF INVESTMENT CHOICES. CLIENT UNDERSTANDS AND AGREES THAT DASTA FINANCIAL ASSUMES NO RESPONSIBILITY FOR SUCH DETERMINATION.** Client, understanding that DASTA Financial does not solicit securities transactions and makes no recommendations to Client or DASTA Investments for the purchase or sale of securities, assumes full responsibility for all transactions in or for the Account and for Client’s own investment strategies and decisions. Client understands and agrees that DASTA Financial will have no liability whatsoever for the results of Client’s investment strategies, transactions, and decisions.
	1. **Legal/Tax Advice**: DASTA Financial nor any of its affiliates provide Client with any legal, tax, estate planning, or accounting advice or advice regarding the nature, value, suitability, profitability, or appropriateness for Client of any security, investment, financial product, investment strategy, or other matter. Unless otherwise specified, any information provided through DASTA Financial’s Services will not be used or considered by Client as a recommendation to buy, sell, or hold a particular security or pursue any particular investment or investment strategy. This information is not an offer, or a solicitation of an offer, to buy or sell securities on behalf of DASTA Financial.
	2. **Advisory Services and Trading Authorization**: In connection with opening and maintaining the Account, Client has contracted with DASTA Investments for the provision of certain investment advisory services relating to the Proprietary Program and has authorized DASTA Investments to place orders with DASTA Financial to buy, sell, or exchange securities or other products for the Account with respect to client engagement with Proprietary Program. DASTA Financial will have no responsibility or liability for any advice, recommendation, or order placement by DASTA Investments. Without limiting any other provision of this Agreement, Client understands and agrees that as among Client, DASTA Investments, and DASTA Financial:

i. DASTA Investments cooperates closely with DASTA Financial.

ii. Client has selected DASTA Investments based on criteria that Client deems appropriate for Client’s investment needs. DASTA Financial has offered no advice to Client concerning the selection of DASTA Investments as Investment Advisor and Client will not hold DASTA Financial responsible for the decision to hire DASTA Investments.

iii. The Account is non-discretionary with respect to DASTA Financial, and DASTA Financial is authorized to accept and act upon the instructions of DASTA Investments with respect to the Account in accordance with this Agreement with respect to Proprietary Program.

iv. Client shall indemnify and hold harmless DASTA Financial, its directors, employees, agents, and affiliates from and against all losses, claims, or financial obligations that may arise from any act or omission of DASTA Investments with respect to the Account.

* 1. **Auto-Copy:** In connection with the use of the auto-copy feature provided by DASTA Inc., you acknowledge and agree that you are providing DASTA Financial with limited authorization to place orders corresponding to another Client’s portfolio, and at such time necessary to keep alignment with the holdings and allocation of such portfolio for a period not to exceed three (3) month, provided that, such three (3) month period may be periodically extended with your affirmative consent. Notwithstanding the above, you understand and agree that during that in connection with the use of auto-copy:
		1. DASTA Financial is not making a recommendation to the Client to: (a) invest in any portfolio, (b) continue to invest in any portfolio, or (c) sell out of a portfolio.
		2. DASTA Financial is not responsible for determining the initial or on-going suitability of any investment in any portfolio.
		3. The Account is non-discretionary, and DASTA Financial is authorized to accept and act upon your instructions to only execute orders in securities and size necessary to keep in alignment with a portfolio you designate in your sole discretion.
		4. You shall indemnify and hold harmless DASTA Financial, its directors, employees, agents, and affiliates from and against all losses, claims, or financial obligations that may arise from your acts or omissions.
	2. **Account Statements and Trade Confirmations***:* By entering into this Agreement, you hereby acknowledge that you will receive periodic transaction reports and account statements regarding transactions (not less frequently than quarterly) by Apex.  Trade by trade confirmations along with account statements will be always available to you via the dub App. You acknowledge and agree that DASTA Financial will provide DASTA Investments, as your fiduciary, transaction-by-transaction confirmations for each transaction. You further acknowledge that all information that is required to be contained in a confirmation under applicable law will be included in the periodic statement for each Account.

Client agrees that DASTA Financial is not obligated to provide any trade status report other than the confirmation to DASTA Investments. DASTA Financial may provide electronic or other trade status reports as a courtesy only, but DASTA Financial does not guarantee the accuracy or timeliness of such alternate or interim trade status reports and will not be liable for any losses arising out of or relating to delayed issuance or failure to issue an electronic or other trade status report, or from errors in such reports that are subsequently corrected by DASTA Financial.

It is Client’s responsibility to review all Account statements promptly on receipt. Client will notify DASTA Financial of any objection to the information contained in the Account statement (excluding securities transactions, which are covered by transaction confirmations) within five (5) days after Client’s receipt of the Account statement. DASTA Financial is entitled to treat the information contained in the Account statement as accurate and conclusive unless Client objects within five (5) days of receipt. In all cases, DASTA Financial reserves the right to determine the validity of Client’s objection to the information contained in the Account statement.

* 1. **Plaid Linked Account:**  DASTA Financial, 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 Financial, 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 Financial 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/](https://www.apexclearing.com/privacy-policy/)).
	2. **Notices and Other Communications**: DASTA Financial will make available on the dub App to Client all notices and other communications relating to the Account, including privacy notices, trade confirmations, tax forms and account statements. DASTA Financial may also deliver to Client account statements and other notices regarding the Account or Services to the electronic mail address Client has specified or by making them available on the dub App. Client understands that such notices may be sent or forwarded by DASTA Financial via email systems and accounts operated by DASTA Investments or by DASTA Investments on behalf of DASTA Financial. Such notices will be deemed to constitute good and effective delivery to Client when sent by DASTA Investments. Client is responsible for notifying DASTA Financial immediately of any change to the electronic address specified and will do so via the dub App. Client waives all claims resulting from any failure to receive the notices and communications specified herein.
	3. **Monitoring of Communications**: Client understands and agrees that DASTA Financial may in its discretion, but is not obligated to, monitor or record any of Client’s telephone conversations with DASTA Financial for quality control and regulatory compliance purposes and for its own protection. Unless otherwise agreed in writing, DASTA Financial does not consent to the recording of telephone conversations by any third party or Client. Client acknowledges and understands that not all telephone lines or calls are recorded by DASTA Financial, and DASTA Financial does not guarantee that recordings of any telephone calls will be retained or capable of being retrieved.
	4. **Information Made Available through Services**: Client understands that Client is permitted to store, display, analyze, modify, reformat, and print the information made available either directly by DASTA Financial or via the dub App only for personal use only. Client will not publish, transmit, or otherwise reproduce this information, in whole or in part, in any format to any third party without the express written consent of DASTA Financial and DASTA Investments. Client will not alter or remove any copyright, trademark, or any other notices that are provided in connection with the information. Client represents and warrants that: Client will not use the dub App in contravention of this Agreement, Client will use the dub App only for the benefit of the Account and not on behalf of any other person and Client agrees not to use (or allow another person to use) any software, program, application, or other device, directly or indirectly, to access or obtain information through the dub App or to automate the process of accessing or obtaining such information.
	5. **Material Non-public Information (“MNPI”):** In connection with the services that it provides, DASTA Financial may, from time to time, come into possession of confidential and material, nonpublic information. DASTA Financial is prohibited from improperly disclosing or using information for its own benefit or for the benefit of any other person, regardless of whether such other person is a customer of DASTA Financial. DASTA Financial maintains and enforces written policies and procedures that prohibit the communication of such information to persons who do not have a legitimate need to know the information and to assure that it is meeting its obligations to customers and remains in compliance with applicable law. Client understands and agrees that these policies and procedures are necessary and appropriate and recognize that, in certain circumstances, DASTA Financial will have knowledge of certain confidential or material, nonpublic information which, if disclosed, might affect Client’s decision to buy, sell, or hold a security, but that DASTA Financial will be prohibited from communicating such information to Client or using it for Client’s benefit.
1. **Trading Provisions:**

a. **Responsibility for Orders**: All orders for the purchase and sale of securities given for the Account will be authorized by Client pursuant to Client’s grant of discretionary authority to DASTA Investments and/or DASTA Financial and executed in reliance on a promise that an actual purchase or sale is intended. DASTA Financial will only accept orders for which there are sufficient funds or assets credited or due to the Account on trade date. Client understands DASTA Financial may at any time, in its sole discretion and without prior notice to Client, prohibit or restrict Client’s ability to trade securities.

b. **Applicable Rules and Regulations:** In no event will DASTA Financial be obligated to execute any transaction that it determines, in its sole discretion, would violate any federal or state law, rule, or regulation or the rules or regulations of any regulatory body or self-regulatory organization.

c. **SIPC:** DASTA Financial is a member of the Securities Investor Protection Corporation ("SIPC"). SIPC protects the securities in each of Client’s Accounts up to $500,000, including $250,000 for claims for cash.

d. **Order Placement Through DASTA Investments:** Orders will be placed on behalf of the Account exclusively by DASTA Financial for the Copy Program and by DASTA Investments for engagement with the Proprietary Program. Client understands and agrees that for the Proprietary Program, DASTA Investments will place the orders with DASTA Financial on Client’s behalf when client elects to copy a DASTA Investments portfolio. While DASTA Financial shall act upon receipt of orders, Client understands and agrees that transactions are subject to processing and communication practices, and order aggregation policies and procedures, that may cause order transmission and execution delays. Client understands and agrees that neither DASTA Investments nor DASTA Financial shall be held responsible for any losses or other consequences which result from DASTA Investments’ or DASTA Financial’s timing of or other determinations for placing orders. Client understands that DASTA Financial may restrict the number, type, or form of transactions for the Account, including, among other reasons, to comply with laws and rules governing Day Trading activities.

e. **Market Volatility**: Client understands that Client will receive the price at which orders on behalf of Client are executed in the marketplace. If DASTA Investments places a market order on Client’s behalf to be executed later, Client agrees to pay or receive the prevailing market price at the time the market order is executed.

f. **Order Aggregation**: Client understands and agrees that DASTA Financial may receive aggregated orders for the sale or purchase of securities for the Account, and in connection with the Proprietary Program and when auto-copy feature is enabled, with orders for the same security for other clients, and when DASTA Financial executes aggregated orders, Client will receive the average price per unit of the aggregated trade.

g. **Dollar Based Transactions and Fractional Shares**: Client understands that, subject to applicable requirements, DASTA Financial and DASTA Investments may report holdings and transactions in Client’s Account in terms of either U.S. Dollars or shares. Because of dollar-based transactions, Client will hold fractional share interests in securities. Client understands that fractional share amounts are typically unrecognized and illiquid outside the dub App and understands and agrees that fractional shares might not be marketable outside the dub App platform or transferrable to another brokerage account.

h. **Order Handling:** Client understands that, subject to the terms of an order, the method of execution of each order is in the sole discretion of DASTA Financial. Orders that are accepted by DASTA Financial will be transmitted by DASTA Financial to Apex for placement and execution. Certain orders, at the discretion of DASTA Financial or Apex, may be subject to manual review and entry, which may cause delays in the execution of orders on behalf of Client and may cause orders on behalf of Client to be executed at prices that are significantly different from price conditions that existed when the order was entered on behalf of Client. DASTA Financial reserves the right in its sole discretion to decline to accept any order without advance notice.

i. **Purchases:** Client promises to pay for all securities purchased in the Account by addition of the appropriate cash amount on or before Settlement Date. DASTA Financial requires that Client’s Account contain available funds or that Client has ordered the liquidation of securities held in the Account in an amount equal to or greater than the purchase price of the securities prior to the trade date. If the foregoing conditions are not met, DASTA Financial may in its sole discretion liquidate and close out any and/or all securities in Client’s Account to satisfy Client’s payment obligation, without prior notice and without regard for any previous demand or agreement concerning the time for payment. In the event Client’s Account is liquidated, Client will be liable for any losses incurred by DASTA Financial.

j. **Sales:** DASTA Financial requires that a security be held in the Account prior to the acceptance of a sell order with respect to such. Any order accepted without negotiable certificates or positions in the Account will be subject, at DASTA Financial' sole discretion, to cancellation.

l. **Standing Order for Specific Share Identification**: By entering into this Agreement, Client understands and agrees that for purposes of any  sale of a particular security being executed in Client’s Account, Client authorizes DASTA Investments, in connection with the Proprietary Program, to issue a standing order to DASTA Financial, and otherwise authorizes DASTA Financial, to specifically identify lots of securities to be sold, in the following order of  preference: (i) lots reflecting short-term losses, beginning with lots that  generate the greatest short-term loss down to the least short-term loss, (ii)  lots reflecting long-term losses, from greatest long-term loss to least long term loss, (iii) lots reflecting no gains or losses, (iv) lots reflecting long-term  gains from least long-term gain to greatest long-term gain, and (v) lots  reflecting short-term gains from least short-term gain to greatest short-term gain. DASTA Financial, in its sole judgment, shall apply these preferences to the Client’s Assets, made solely in reliance on the information available to DASTA Financial at the time of the trade. Client agrees that DASTA Investments and DASTA Financial bear no responsibility for the tax treatment of any transaction. The shares so specifically identified pursuant to the Client’s standing order will be identified on the trade confirmation corresponding to the sale. Notwithstanding the foregoing, DASTA Financial reserves the right, in its sole discretion, to utilize the FIFO (first-in, first-out) method of basis reporting for any sale of securities executed in Client’s Account.

m. **Cancellation:** Client understands and agrees that orders are subject to immediate execution and cannot be cancelled or modified after they are placed with DASTA Financial by DASTA Investments.

n. **Best Execution:** Consistent with the principle of best execution, DASTA Financial or Apex, using a computerized system, routes orders for listed equity securities to market centers for execution. When an order may be executed in more than one market center, DASTA Financial or Apex takes a number of factors into consideration in determining where to route customers' orders, including, the speed of execution, price improvement opportunities (executions at prices superior to the then prevailing inside market), automatic execution guarantees, the availability of efficient and reliable order handling systems, the level of service provided, the cost of executing orders, whether it will receive cash or non-cash payments for routing order flow and reciprocal business arrangements. DASTA Financial regularly reviews, among other things, the quality of executions received on behalf of its clients. Pursuant to Rule 606 of the Securities Exchange Act of 1934, quarterly reports that disclose the market venues receiving DASTA Financial order flow in covered securities, as well as the material aspects of each relationship, will be made available on the dub App.

o. **Payment for Order Flow**: The U.S. Securities and Exchange Commission requires that DASTA Financial disclose any arrangement for receiving payment for directing order flow. Where permitted under applicable laws and rules, DASTA Financial reserves the right to receive remuneration (generally in the form of per-share cash payments or through profit sharing arrangements) for directing orders in securities to broker-dealers and market centers for execution. Client understands that this remuneration, known as "payment for order flow," is considered compensation to DASTA Financial and the source and amount of any compensation received by DASTA Financial in connection with Client’s transaction will be disclosed on written request. DASTA Financial currently receives payment for order flow from Apex.

p. **DASTA Financial Acting as Agent:** Client understands that in executing transactions for the Account, DASTA Financial may act as agent for Client, or an agent for both Client and other DASTA Financial customers including DASTA Investments. DASTA Financial will not charge Client a mark down, mark up, or other compensation. Nothing contained in this Agreement, nor any information made available through the dub App is to be construed as an offer to buy or sell, or the solicitation of an offer to buy or sell, any security, financial product or instrument or to participate in any particular trading strategy in any jurisdiction in which such offer, solicitation or trading strategy would be unlawful.

q. **Disclosures to Issuers:** DASTA Financial is required, upon request, to disclose to an issuer the name, address, and position of each customer who is a beneficial owner of that issuer's securities unless Client objects in writing. DASTA Financial maintains this practice as part of its compliance with Rule 14b-1 under the Securities Exchange Act of 1934. Unless Client notifies DASTA Financial of such objection in writing, DASTA Financial will make such disclosures to issuers.

r. **Reorganizations and Corporate Actions:** Client is responsible for knowing about voluntary and mandatory reorganizations related to securities held in the Account, including mergers, name changes, stock splits and reverse stock splits. DASTA Financial is not obligated to notify Client of any such reorganizations before they occur. Client understands that DASTA Financial will not allocate securities or funds resulting from reorganizations until such securities or funds are received by DASTA Financial from the paying agent or depository. On voluntary reorganization instructions, Client agrees to provide instructions to DASTA Financial no later than two (2) Business Days prior to the expiration of the offer to allow sufficient time to act on Client’s instructions. Any instructions received after that time will be processed on a "reasonable efforts" basis only. Additionally, Client is solely responsible for also knowing about periodic payment activities including cash, stock, and optional dividends. DASTA Financial is not obligated to notify Client of any such activities.

1. **Access Interruptions:** Client understands that neither DASTA Financial nor DASTA Investments guarantee that access to the dub App and Account management via the dub App will be always available. DASTA Financial and DASTA Investments reserves the right to suspend access without prior notice for scheduled or unscheduled system repairs or upgrades. Further, access to the dub App, and hence, the Account, may be limited or unavailable due to, among other things: market volatility, peak demand, systems upgrades, maintenance, any kind of interruption of the services provided by DASTA Financial or DASTA Investments’ ability to communicate with DASTA Financial, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, or self-regulatory organization, exchange, and force majeure. Client agrees that neither DASTA Investments nor DASTA Financial will be liable to Client for any losses incurred by Client resulting from such access limitations or unavailability.
2. **Customer Responsibility:** Client understands that Client is responsible for all acts and omissions relating to the use of the Service, including all information Client provides to DASTA Financial, DASTA Investments and any of its affiliates, through the dub App while logged in under Client’s Username and Password. Client understands and agrees that it is Client’s responsibility to maintain the confidentiality of Client’s Password, to store said password in a secure manner, not to share said Password with any other individual, and to change the Password regularly. Client agrees to log into Client’s account regularly, to monitor for unauthorized access, and to notify DASTA Investments immediately in writing if Client becomes aware of any unauthorized use of Client’s Username and Password. Neither DASTA Financial, DASTA Investments, nor any affiliate of DASTA Financial or DASTA Investments will be liable to Client or to any other person for any claim with respect to orders DASTA Investments places on behalf of Client based on any information provided without Client’s authorization through the dub App.
3. **Security:** When Client accesses the dub App using an up-to-date version of third-party web browser that is compatible with industry standard encryption, DASTA Investments’ and DASTA Financial’s security systems are designed to protect Client’s communication through server authentication and data encryption. Access requires password protection to log onto the dub App. No security system is foolproof, and DASTA Investments and DASTA Financial cannot guarantee that such security systems will always be completely secure.
4. **Investment Tools**: Client understands that investment tools provided within the dub App, including any performance rankings or categorization of investment portfolios, may result in investment losses and are not a guarantee of performance and neither DASTA Financial nor DASTA Investments guarantees or makes any warranty of any kind, express or implied, regarding the projections or recommendations generated by the investment tools. Client agrees that DASTA Investments and DASTA Financial, or any of its affiliates are not liable for any losses relating to discrepancies between projections and suggestions and actual performance. DASTA Investments cooperates closely with DASTA Financial.
5. **Limitation:** Client understands and agrees that Client is responsible for all losses arising from or related to the Account. Except for gross negligence or willful misconduct, Client agrees that DASTA Financial and DASTA Investments and their respective officers and employees shall not be liable hereunder for any action performed or omitted to be performed or for any errors of judgment in effecting securities transactions or providing other services for the Account. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which Client may have under federal or state securities laws.  In addition, it is possible that Clients or DASTA Financial itself may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to DASTA Financial’s software based financial advisory service.
6. **Miscellaneous Disclosures:**

a. **U.S. Economic Sanctions:** The Account may be subject to U.S. economic sanction and embargo laws. Client represents that Client has not been designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("OFAC") as a Specially Designated National or blocked person, Client has no reason to believe that Client would be considered a blocked person by OFAC, and Client resides in the United States. Client also represents, warrants, and covenants that Client is not employed by, acting as agent of, or partially owned or controlled by a government, a government-controlled entity or a government corporation. Client understands that if the application is deemed to fall under any OFAC prohibition, the Account may be declined or restricted from certain activity.

b. **Interaction with Other Financial Institutions**: Client acknowledges and agrees to the extent that Client maintain accounts or other financial services or investment advisory relationships with affiliated or unaffiliated entities of DASTA Financial, that such relationships will be considered separate and apart from this Account with DASTA Financial.

c. **Risk of Losses:** The securities available through DASTA Financial have associated risks and are not insured by the Federal Deposit Insurance Corporation ("FDIC"), carry no bank or government guarantees. Client understands that investments in securities are subject to investment risks including possible loss of the principal amount invested.

d. **Changes to Brokerage Agreement or Service**: Client understands that DASTA Financial may change any of the terms and conditions of this Agreement, eliminate any term or condition, and/or add new terms and conditions at any time. Any such amendment shall be effective as of the time Client is notified in writing of any change or such later date as DASTA Financial may establish. DASTA Financial reserves the right to notify Client of modifications to the Brokerage Agreement by mailing or e-mailing a written notice or new Brokerage Agreement to Client. Client understands that the normal method of notifying Client of modifications to the Brokerage Agreement will be to post the information on the dub App. Client also agrees that DASTA Financial may change the service at any time and that it is not obligated to provide Client with notice of such a change.

e. **Consent to Changes to Brokerage Agreement or Service by Continued Use:** If Client does not close the Account or Client uses the Service after a change to the Service or notice of a change to the Brokerage Agreement, it shall mean that Client accepts the change, whether Client actually knows of it.

f. **Consent to Additional Terms**: In addition to the terms in this Agreement, when using products, services or features, Client is also subject to any additional posted guidelines, disclosures, or requirements applicable to such product, service, or feature, which may be amended from time to time. All such additional terms are hereby incorporated by reference into this Agreement.

g. **Severability, Waiver, and Effectiveness:** If any provision of this Agreement is held to be invalid, void, or unenforceable by reason of any law, rule, administrative order, or judicial decision, that determination will not affect the validity of the remaining provisions of this Brokerage Agreement. Except as specifically permitted in this Brokerage Agreement, no provision of the Brokerage Agreement can be, nor will it be deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by an authorized officer of DASTA Financial.

h. **Non-Waiver:** DASTA Financial’s failure to insist on strict compliance with this Brokerage Agreement or any other course of conduct on DASTA Financial’s part will not be deemed a waiver of DASTA Financial's or DASTA Investments’ rights under this Agreement.

i. **Successors:** This Agreement will pass to the benefit of DASTA Financial and its successors, assigns and agents. In addition, Client hereby agrees that this Brokerage Agreement and all the terms hereof, will be binding on Client’s heirs, executors, administrators, personal representatives, and any assigns permitted by DASTA Financial.

j. **Power of Attorney:** Client agrees and hereby irrevocably appoints DASTA Financial with full power as Client’s true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Brokerage Agreement and taking any action and executing any instrument that DASTA Financial deems necessary or advisable to accomplish the purposes of this Brokerage Agreement.

k. **Power and Authority:** If Client is a natural person, Client represents, warrants, and covenants that Client has attained the age of majority and has the legal capacity to enter into this Brokerage Agreement and perform obligations under it. If Client is a legal entity, including a corporation, partnership, estate, or trust, Client represents that Client has all necessary power and authority to execute and perform this Brokerage Agreement and that the execution and performance of this Brokerage Agreement will not cause Client to violate any provisions in Client’s charter governing document. Client further represent that this Brokerage Agreement, as amended from time to time, is Client’s legal, valid, and binding obligation, enforceable against Client in accordance with its terms.

l. **Understanding and Assignment:** The parties hereby acknowledge and agree that this Agreement alone, except for the Customer Advisory Agreement and the Integrated Rights thereof, and the other documents agreed to and delivered in connection with becoming and continuing to be a Client, constitute the final understanding between the parties with respect to all matters contained herein. The parties further acknowledge and agree that, except for the above referenced agreements, there are no prior or coexisting agreements different or distinct from those contained herein, and all such prior and coexisting agreements, if any, are merged herein. This Brokerage Agreement, all other written agreements and terms contained on statements and confirmations contain the entire understanding between DASTA Financial and Client. This Agreement supersedes any previous agreements that Client has made with DASTA Financial individually about to the Account. DASTA Financial may assign its rights and duties under this Agreement to any of its successors, subsidiaries, or affiliates without giving Client notice, or to any other entity on prior written notice to Client. Client may not assign the rights and obligations under this Agreement without first obtaining the prior written consent of DASTA Financial. Any purported assignment in violation of this Agreement will be void.

m. **Jurisdiction:** Client understands that this Agreement will be deemed to have been made in the State of New York and will be construed, and the rights and liabilities of the parties determined, in accordance with the internal laws of the State of New York.

n. **Electronic Signatures**: Client’s intentional action in providing an electronic  signature, constituted by clicking a button indicating an electronic signature, typing Client’s name in a signature field, or otherwise entering an electronic signature, is valid evidence of consent to be legally bound by this Agreement and by other documentation submitted in the Application process or governing Client’s relationship with DASTA Financial, and as valid  evidence of consent to be legally bound by any other documents relating to  the Program Client electronically signs.

The use of an electronic version of Account documents fully satisfies any requirement that they be provided to Client in writing. Client acknowledges that Client may access and retain a record of the documents that Client electronically signs. Client is solely responsible for reviewing and understanding all the terms and conditions of these documents. Client accepts as reasonable and proper notice, for the purpose of all laws, rules, and regulations, notice by electronic means, including, the posting of modifications to this Agreement on the dub App.

The electronically stored copy of this Agreement is the true, complete, valid, authentic, and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. Client agrees to not contest the admissibility or enforceability of DASTA Financial's electronically stored copy of the Agreement in any proceeding arising out of the terms and conditions of the Agreement. If more than one individual has electronically signed this Agreement as a Client, obligations under this Agreement will be joint and several and identical to the obligations of joint Account Holders who have signed a paper Agreement.

o. **Electronic Delivery of Documents**: Client acknowledges receipt and acceptance of to the “Consent to Electronic Delivery of Documents from DASTA Investments and DASTA Financial”. All written notices to any party under this Agreement shall be sent to such party in electronic form either through applicable means on the dub App or through designated email addresses, or such other address as such party may designate in writing to the other. Client is responsible for maintaining a valid email address and software and hardware to receive, read and send email. Client hereby agrees to provide DASTA Financial with a current email address and promptly notify DASTA Financial of any changes to his or her email address in his or her Account on the dub App. Notwithstanding the above, DASTA Financial may occasionally require certain communications from the Client to be sent in non-electronic form.

p***.* Electronic Funds Transfer**: Client acknowledges receipt and acceptance of to the “Electronic Funds Transfer Rights and Error Resolution.”

1. **Complaints**: **Complaints about your DASTA Financial brokerage account may be directed to DASTA Financial at** **support@dubapp.com** **or by mail at 520 Broadway, 11th Floor, New York, NY 100102. Clients may also submit complaints via the dub App’s live chat.**
2. **ARBITRATION AGREEMENT AND DISCLOSURES:**

**a. Required Arbitration Disclosures: Regulatory authorities require that any brokerage agreement containing a predispute arbitration agreement must disclose that the agreement contains a predispute arbitration clause. This Brokerage Agreement contains a predispute arbitration clause. By signing an arbitration agreement, the parties agree as follows:**

**i. All parties to this Brokerage Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except (a) as provided by the rules of the arbitration forum in which a claim is filed; and (b) nothing in this Brokerage Agreement shall limit your right to initiate or participate in a class action lawsuit in a U.S. court  to the extent that such a right may not be waived under any  applicable FINRA rules.**

**ii.** **Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.**

**iii. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.**

**iv. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.**

**v. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

**vi. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.**

**vii. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.**

**b.** **Client agrees to resolve by binding arbitration any controversy that may arise between DASTA Financial and Client relating in any way to this Brokerage Agreement, Client’s relationship with DASTA Investments, any account held with DASTA Financial, or any service provided by DASTA Financial to Client. This arbitration agreement includes an agreement to resolve by binding arbitration any controversy involving the performance, construction, or breach of this Agreement or any other written agreement between DASTA Financial and Client.**

**c. Any arbitration pursuant to this provision shall be conducted by, and according to the securities arbitration rules and regulations then in effect of, FINRA or any national securities exchange that provides a forum for the arbitration of disputes, if DASTA Financial is a member of such national securities exchange at the time the arbitration is initiated. Any party may initiate arbitration by filing a written claim with FINRA or such eligible national securities exchanges. Any dispute or claim involving a dollar amount more than $50,000 will be before a panel of at least three arbitrators.**

**d.** **Federal and state statutes of limitation, repose, and/or other rules, laws, or regulations impose time limits for bringing claims in federal and state court actions and proceedings. The parties agree that all federal or state statutes of limitation, repose, and/or other rules, laws, or regulations imposing time limits that would apply in federal or state court, apply to any dispute, claim or controversy brought under this Agreement, and such time limits are hereby incorporated by reference. Therefore, to the extent that a dispute, claim, or controversy arises under this Agreement and would be barred by a statute of limitation, repose, or other time limit, if brought in a federal or state court action or proceeding, the parties agree that such dispute, claim, or controversy shall be barred in an arbitration proceeding.**

**e. Any award of the arbitrator or most of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, attorneys' fees or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of said award.**

**f. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a  putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Brokerage Agreement except to the extent stated herein.**

g. **This agreement to arbitrate does not constitute a waiver of your right to seek a judicial forum where such waiver would be void under federal or applicable state securities laws.**

h. **Client agrees to the provisions described above and the following additional provisions, regardless of whether Client is or is not residing in the United States at the time of a controversy arises between DASTA Financial and Client:**

**i. Client agrees that any arbitration hearing will be held in New York, New York unless otherwise agreed between DASTA Financial and Client in a signed writing or unless FINRA (or other self regulatory organization administering the arbitration) designates another hearing location;**

**ii. Client agrees to the personal jurisdiction of the courts located in the State of New York, U.S.A, to interpret and enforce these arbitration provisions described in this Agreement; and**

**iii. All arbitrations will be held in the English language, unless otherwise agreed to by the parties.**

**Client makes this arbitration agreement on behalf of Client and Client’s heirs, administrators, representatives, executors, successors, assigns, together with all other persons claiming a legal or beneficial interest in the Account.**

**NOTE: CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS BROKERAGE AGREEMENT, INCLUDING THE ARBITRATION CLAUSE LOCATED AT SECTION 32 OF THIS BROKERAGE AGREMENT.**

**ATTACHMENT**

**Consent to Electronic Delivery of Documents from DASTA Investments and DASTA Financial**

1. **Consent to Electronic Delivery:** DASTA Investments LLC (“DASTA Investments”) serves Client as an electronic-based investment adviser providing self-directed investment advisory services. DASTA Financial, LLC (“DASTA Financial”) serves Client as an electronic based broker-dealer providing self-directed brokerage services. By becoming a participant in the Program, opening an Account, and agreeing to the terms and conditions of dub App Client agrees to receive all communications from DASTA Investments and DASTA Financial via the dub App or e-mail. By agreeing to electronic delivery Client is giving informed consent to electronic delivery of all Account Communications. “Account Communications” shall mean all current and future Account statements, trade confirmations, notices, disclosures, regulatory communications and other information, documents, data and records regarding the Account and all services provided by DASTA Investments and DASTA Financial (including amendments to Customer Advisory Agreement and Brokerage Agreement) delivered or provided to Client by DASTA Investments, by DASTA Investments on behalf of DASTA Financial, by DASTA Financial directly, or the issuers of the Securities and/or Other Property in which Client invest and other parties.

2. **Revocation of Consent:** Client may revoke or restrict consent to electronic delivery of Account Communications at any time, subject to the terms of the Customer Advisory Agreement and Brokerage Agreement, by notifying DASTA Investments in writing of intention to do so. Client also has the right to request paper delivery of any Account Communication that the law requires DASTA Investments or DASTA Financial to provide Client in paper form. Client understands that the foregoing fee disclosures notwithstanding, if Client revokes or restricts consent to electronic delivery of Account Communications or requests paper delivery, DASTA Investments or DASTA Financial, at their discretion, may charge Client a reasonable service fee for the delivery of Account Communications that would otherwise be delivered to Client electronically, restrict the Account, or close the Account. Neither Client’s revocation or restriction of consent, Client’s request for paper delivery, nor DASTA Investments’ or DASTA Financial's delivery of paper copies of Account Communications will affect the legal effectiveness or validity of any electronic communication provided while Client’s consent was in effect.

3. **Electronic Delivery System**: DASTA Investments and DASTA Financial will deliver Account Communications by making them available via the dub App. If required by applicable law or rules, DASTA Investments or DASTA Financial will notify Client by e-mail when Account Communications are posted on the dub App. Such notification may be sent directly by DASTA Investments, by DASTA Financial via DASTA Investments email systems and addresses, or by DASTA Investments on behalf of DASTA Financial. Client will have access through the dub App to an archive of all documents Client received via electronic delivery for at least the current year. Client may obtain copies of earlier documents on request. All e-mail notifications of Account Communications will be sent to Client’s e-mail address of record. Client is responsible for maintaining a valid email address and software and hardware to receive, read, and send email. Client hereby agrees to provide DASTA Investments and DASTA Financial with a current email address and promptly notify DASTA Investments and DASTA Financial of any changes to his or her email address in his or her Account on the dub App.

4. **Network Security and Reliability**: Client acknowledges that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. E-mail notifications sent by DASTA Investments or DASTA Financial will not contain sensitive or confidential customer information, including account numbers. Due to security risks, Client will not send any sensitive information, such as account numbers or Passwords, in an unencrypted e-mail. E-mails on rare occasions may fail to transmit properly. Regardless of whether Client receives an e mail notification, Client agrees to check the dub App regularly for up-to-date information and to avoid missing time-sensitive information. Client agrees that, for Client’s records, Client can download and save or print the Account Communications Client received via electronic delivery.

5. **Method of Communication:** Client acknowledges agreement to the Method of Communication provisions of the Customer Brokerage Agreement and Advisory Agreement, respectively of those agreements.

6. **Review of Account Communications**: Client agrees to review all Account Communications promptly and carefully as and when delivered and if Client objects to the information provided notify DASTA Investments and DASTA Financial via email to DASTA Investments within five (5) days of delivery or within three (3) days of delivery in the case of transaction confirmations, or within such other applicable time frame as a communication may denote. DASTA Investments and DASTA Financial are entitled to treat such information as accurate and conclusive unless Client objects via email within five (5) days of delivery. Email address(es) to which Client directs any objections will be designated by DASTA Investments and DASTA Financial, in their sole discretion. Designated email address(es) will be listed on Account Communications and/or on the dub App and may be DASTA Investments email accounts which are routed to DASTA Financial.

7. **Duration of Consent:** This consent will be effective immediately and will remain in effect unless and until either Client, DASTA Investments, or DASTA Financial revokes it. Client understands that it may take up to three (3) days to process a revocation of consent to electronic delivery, and Client may receive electronic notifications in the interim.

**ATTACHMENT**

**Electronic Funds Transfer Rights and Error Resolution**

You, the Client, authorize DASTA Investments and DASTA Financial (collectively “us” or “we” or the “Company”) to electronically transfer funds via Automatic Clearing House or other form of electronic transfer (collectively “Transfer”) to/from your DASTA Financial account to/from your checking account designated by you via the dub App.

You attest to having provided full and accurate bank account and routing number information within DASTA Investments’ account application process and elsewhere within the dub App. You understand that the Transfer activation process may take as many as ten (10) business days from the date of DASTA Financial’s receipt of these instructions and may require your further interaction to complete. You understand that recurring Transfers, if applicable, will initiate no later than the next business day assuming availability of funds. You also understand that funds must be readily available in your checking account or there is a possibility the Transfer will be delayed or cancelled, and you may incur a non-sufficient funds or overdraft fee from the institution holding your checking account.

You agree to notify us of any willful closure of the checking account referenced herein. Furthermore, this authorization shall remain in full force and effect until instructions to terminate or alter are received in writing by DASTA Investments. You understand that DASTA Investments and/or DASTA Financial reserve the right to willfully terminate this relationship at their discretion at any time.

You agree to hold DASTA Investments and/or DASTA Financial and their agents free of liability for compliance with the instructions set forth in this document.

It is very important that you contact us at once if you believe your user ID or password has been compromised, or if someone has transferred or may transfer money from your account without your permission. Under applicable federal regulations, the extent of your liability for an unauthorized Transfer is largely determined by your promptness in notifying us or the institution holding your checking account if someone has gained access to your account, or if a transfer or withdrawal in your account statement is incorrect or unauthorized. Notifying us quickly limits your liability:

You can inspect your transaction history at any time by logging in to your account on the dub App. If your transaction history shows Transfers that you did not initiate or authorize, notify us at once. If you notify us within two (2) business days after you learn that your password or other means to access your account may have become known by an unauthorized person, you can lose no more than $50 USD if an unauthorized person uses your password or other means to access your account without your permission to initiate a Transfer. If you do not notify us within two business days, and we can prove that we could have stopped someone from using your password or other means to access your account without your permission if you had told us, you could be liable for as much as $500 USD or more if you do not notify us within 60 days. If you do not notify us within 60 days after the transaction date, you may not recover any money you lose after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from notifying us, we may extend the time periods at our discretion.

In case of unauthorized Transfers or Transfer errors or related questions about your account, you should notify DASTA Investments immediately. Contact us by sending an email to support@dubapp.com, as soon as you can if you think your account record or statement is wrong or if you need more information about a Transfer shown on your account record or statement. If you tell us by telephone, we may require that you submit your issue in writing within ten (10) business days. When submitting a Transfer related issue, you must: 1) Tell us your name and primary email address; 2) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and,

3) Tell us the dollar amount of the suspected error. We will tell you the results of our investigation within ten (10) business days after you submit a Transfer related issue and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) business days to investigate the complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) business days for the amount you think is in error, so that you may have the use of the money during the time it takes for us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive the signed writing from you within ten (10) business days, we may not provisionally credit your transaction account. If we determine there was no error, we will email you a written explanation within three (3) business days after we finish the investigation. You may ask for copies of documents that we used in our investigation. We may revoke any provisional credit provided to you if we find that an error did not occur.

For purposes of this disclosure, our business days are Monday through Friday except legal holidays.

Documentation and Periodic statements. You may review your transaction history anytime by logging into your account. Each time you complete a Transfer, DASTA Investments will send you an e-mail confirmation with a reminder to check your account history. If you have not performed any transactions in 90 days, we will provide a reminder to check your account history.

Preauthorized payments. Your use of DASTA Investments’ automatic deposit feature or any other features of DASTA Investments that include regular Transfers will be deemed pre- authorization for those related Transfers. If regular Transfer deposits or withdrawals are scheduled for your account through the automatic deposit feature or any other features of DASTA Investments, you may stop any of these pre-authorized transactions by logging into your account and opting out of the related features before they are scheduled to occur. If you need assistance with this process, you may contact us at support@dubapp.com.

We will be liable for your losses if we do not properly complete a scheduled Transfer. However, we are not liable under certain circumstances, including but not limited to:

If, through no fault of ours, your account does not contain enough money to make the Transfer after the provision of fees due to us are subtracted.

If the money in your account is subject to a collateral pledge or other lien to us, or subject to a legal process, such as a lien, levy, seizure, attachment, or IRS backup withholding.

If circumstances beyond our control (such as fire, flood, electrical, software systems, computer or telephone failure, or malfunction of a central data processing computer or facility) prevent the completion of the Transfer.

If the account from which the Transfer is to be made will be overdrawn by the transaction.

If there are other exceptions established by DASTA Investments or by law.

DASTA Investments will disclose information to third parties about your account or transfers you make:

When it is necessary to complete Transfers or transactions.

To verify the existence or condition of your account for a credit or risk reporting agency or other third-party entitled to such information.

To comply with State or Federal laws or government agency or court orders.

When you otherwise grant us permission in written form.

This resolution is incorporated in the DASTA Investments Customer Advisory Agreement and the DASTA Financial Customer Brokerage Agreement (the “Agreements”). Your authorization and consent to these terms as well as to all State and Federal laws and regulations regarding electronic funds transfers is delivered by electronic signature of the Agreements so received within the account application process or elsewhere within the dub App.

**FINRA Broker Check Information**

Public information about DASTA Financial, CRD No. 316477, and its membership with FINRA is available through FINRA’s Broker Check at:

[www.brokercheck.finra.org](http://www.brokercheck.finra.org)

(800) 289-9999