



## **Stash Plan® SERVICE AGREEMENT**

Last Updated: May 12, 2021

This Stash Plan® Service Agreement (“Agreement”) is an electronic contract made by and between Stash Wealth, LLC (“Stash Wealth”, “Company” “we”, “us”, “our”), a full-service wealth management firm registered as an investment adviser pursuant to applicable laws and regulations, and the client (“You” or “client”) via the purchase of the Stash Plan® and the acknowledgment of the client. The effective date of this Agreement is the date of the Stash Plan® engagement by You. This Agreement is for the limited purposes of providing the financial planning services described below. Stash Wealth will be responsible for rendering the services subject to the terms and conditions of this Agreement.

### **Working with Stash Wealth**

Individuals who purchase the Stash Plan® for Couples or couples who purchase the Stash Plan® for Entrepreneurs should be advised that the client and his/her partner/significant other are both required to attend all planning meetings scheduled by the couple or by Us. Please refer to the Pricing section below for meeting rescheduling or fees.

From the date that you purchase the Stash Plan®, you have six (6) months to complete the Stash Plan® process. We seek to work with motivated young professionals, and we choose not to employ our resources to engage in continuous follow-ups with clients who do not remain timely with completing the outlined objectives within the Stash Plan®. Stash Wealth will send you automatic emails that will remind you to complete the process. These emails will conclude shortly before six months. If you do not complete the process within the six month period, you acknowledge and agree that Stash Wealth is no longer obligated to work with you or to continue to allocate Stash Wealth resources to your account, unless otherwise stated by Stash Wealth in writing.

By purchasing the Stash Plan®, you will receive access to the Stash Wealth Dashboard (the “Dashboard”). Your access to the Dashboard will terminate ninety (90) days after your completion of the Stash Plan®. Upon completion of the Stash Plan® (which coincides with your Step Two meeting), you will maintain access to the Dashboard for ninety (90) days. You have the right to decide whether to continue working with Stash Wealth once you have completed the Stash Plan®. However, if you do wish to continue working with us, you must

engage in the Stash Management™ program by opting-in to the service via the Dashboard within ninety (90) days of your completion of the Stash Plan®.

### **Stash Management™**

Once the Stash Plan® services hereunder are fully rendered by Stash Wealth, neither the client nor Stash Wealth will have continuing obligations to each other. Upon completion of the service you will have the option of separating from Stash Wealth or continuing to receive our ongoing financial advisory and investment management service called Stash Management™. In order to be eligible for Stash Management™, you must first have completed the Stash Plan® process and enter into the Stash Management™ Service Agreement.

### **Membership, Pricing and Charges on Your Account**

Please note that the billing policies that are disclosed to you in purchasing the Stash Plan® service are deemed part of this Agreement. Notwithstanding anything herein, you are solely responsible for all taxes associated with your purchase of the Stash Plan®.

Up-to-date pricing for the Stash Plan® is always available on the Stash Wealth Website and available through the ADV. The client should be aware that lower fees for comparable services may be available from other sources.

### **Stash Plan® Billing**

Stash Wealth bills you through an online account (the “Billing Account”) for engaging in the Stash Plan® service at the prices listed below. You agree to pay Stash Wealth all charges at the prices in effect for the Stash Plan® service using your Billing Account, and you authorize Stash Wealth to charge your chosen payment provider in full (the “Payment Method”). Stash Wealth does not offer payment plans for the Stash Plan®. You agree to make payment in full using the selected Payment Method<sup>1</sup>. Stash Wealth reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

Prices for the Stash Plan® service offered by Stash Wealth™ are as follows:

Stash Plan® for Individuals: \$997.00

Stash Plan® for Couples: \$1,497.00

Stash Plan® for Entrepreneurs: \$2,497.00

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<sup>1</sup> Credit/debit card billing is completed by Stash Wealth’s home office through a third-party credit/debit card processing vendor using the vendor’s secure website. You agree and authorize Stash Wealth to charge Your credit/debit card for the financial planning fee.

### Stash Plan® Refund Policy

If you think you are ready for a financial plan, you probably are. However, should you be unable to begin the Stash Plan® process after purchase we will calculate and evaluate unearned fees, if any, and consider refunds on a case by case basis.

If you are dissatisfied with the service you received from Stash Wealth upon completion of the Stash Plan® process, you may request a Refund Request Form by emailing [hey@stashwealth.com](mailto:hey@stashwealth.com). Upon consideration of the request Stash Wealth may, in its sole discretion, offer a partial refund based on unearned fees, if any.

### Additional Fees

If You reschedule a meeting within 24 hours of the meeting date and time, Stash Wealth reserves the right to charge You a rescheduling fee of \$75. The fee will be authorized to your Payment Method with or without notice to You. Additionally, if an individual purchases the Stash Plan® and decides not to move forward, we will, upon evaluation and as we deem appropriate, provide You with a refund less a \$75 administration fee.

#### Financial Planning Services

Stash Wealth will provide financial planning services consistent with Your personal financial situation, goals, objectives and expectations. Stash Wealth will obtain financial information and other necessary data from You to prepare a written financial plan which will be delivered during your second and final meeting with us. We will maintain this information and data within Stash Wealth's software which can be accessed via the Dashboard. Please review Stash Wealth's Privacy Policy regarding treatment of Your personal financial information.

By purchasing the Stash Plan®, You are engaging Stash Wealth to perform financial planning service(s) as a one-time engagement. Stash Wealth will be responsible for rendering the services subject to the terms and conditions of this Agreement. The financial planning services will not include ongoing investment advice, asset management, and/or assistance with execution of securities transactions. These services are available under a separate Stash Management Service Agreement<sup>2</sup>. For the avoidance of doubt, once the Stash Plan® process has been completed, Stash Wealth will have no further obligation to continue to work with You.

### Limitations on Services

You acknowledge that Stash Wealth does not undertake by this Agreement to act in or have fiduciary or investment adviser status with respect to Your assets or for any account(s) that are held and maintained by a broker/dealer or any other third party qualified Custodian that are not under a separate investment advisory managed account agreement with Stash Wealth. Stash Wealth does not and will not accept the legal capacity and obligation of acting as an investment adviser or fiduciary for any of Your assets outside the scope of this Agreement. Stash Wealth is

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<sup>2</sup> Investment advisory agreement.

not acting as fixed insurance or property and casualty insurance broker, agent or representative in giving advice to You or in providing any other investment advisory services under this Agreement. We are not attorneys or accountants. If you desire legal or taxation advice consult a licensed attorney or accountant.

### **Your Acknowledgements**

You acknowledge that Stash Wealth does not provide tax, accounting or legal advice. A representative of Stash Wealth may address legal and tax issues as they relate to financial planning, however You should understand that any information provided is not considered or intended to be legal, accounting or tax advice. For legal advice, You should consult with an attorney. For tax advice, you should consult a qualified tax professional. For accounting advice, you should consult a Certified Public Accountant. None of the fees for financial planning services under this Agreement are for tax, accounting, legal, fixed or property and casualty insurance advice.

You are responsible for providing information, data and documentation to Stash Wealth as it pertains to Your objectives, needs and goals, and to keep Stash Wealth informed of any changes to them. You acknowledge that Stash Wealth cannot adequately perform the financial planning services for You unless You perform Your responsibilities under this Agreement. Stash Wealth is expressly authorized to rely and act upon any information and data obtained from You or from representatives authorized by You, including Your attorney(s), tax professional(s), accountant(s) or other professionals, in connection with this Agreement. You acknowledge You will review financial planning assumptions such as rates of return, market value of existing assets, inflation rate and other factors used in preparing the Stash Plan<sup>®</sup> under this Agreement, and that You will notify Stash Wealth if You do not agree with any of the assumptions and other factors used in preparing the Stash Plan<sup>®</sup>.

Stash Wealth will not be liable for any damages or losses caused by Stash Wealth's investment recommendations that were made based on the information, data and representations provided by You, or Your representatives or agents.

You acknowledge that You have had the opportunity to review this Agreement and have made an independent determination that the financial planning fees payable under this Agreement are reasonable.

You acknowledge receipt and understanding of this entire Agreement and all terms and conditions and agree to abide by the provisions in this Agreement.

### **Your Responsibilities**

You represent that all financial information and data furnished to Stash Wealth relating to Your assets, liabilities, and other information is true, accurate and comprehensive and may be relied upon by Stash Wealth for the purpose of providing the financial planning services described in

this Agreement. You agree to inform Stash Wealth in writing of any material changes in Your situation, which may affect your Stash Plan®. Stash Wealth will not have any liability for Your failure to inform Stash Wealth of a material change to Your situation in a timely fashion. You further acknowledge that any investment recommendations made by Stash Wealth as a result of the Stash Plan® are based upon the professional judgment of Stash Wealth, and neither Stash Wealth can guarantee the results or the performance of any investment recommendations made by Stash Wealth. You further acknowledge that Stash Wealth obtains information from a wide variety of publicly available sources and that Stash Wealth has no sources, and does not claim to have sources, of any inside or private information.

### **Stash Wealth Liability**

Except as otherwise provided by federal or state securities laws, Stash Wealth, when acting in good faith, is not liable for any action or omission in connection with this Agreement. This includes, without limitation, the acts and/or omissions of other professionals or third-party service providers recommended to You by Stash Wealth, including a broker dealer, investment adviser, qualified custodian, issuer, or other party. Under certain circumstances, federal and state securities laws impose liabilities on persons who act in good faith and therefore nothing contained in this Agreement constitutes a waiver of any rights that You may have under applicable federal and state securities laws.

### **Assignment/Termination**

This Agreement may not be assigned or transferred in any manner by any party without the written consent of all parties receiving or rendering the Stash Plan® service, provided that Stash Wealth may assign this Agreement upon Your consent as permitted by applicable state and federal rules and regulations. This Agreement may be terminated by any party effective upon receipt of written notice to the other party. Furthermore, You may terminate this Agreement within five (5) business days of electronically signing this Agreement, without penalty. You may be entitled to a refund of unearned fees, if any, based upon the time and effort completed by Stash Wealth prior to termination of the Agreement – please review the Stash Refund Policy section in this Agreement for additional information regarding refunds. Additionally, Stash Wealth gives clients the opportunity to complete a Refund Request Form by emailing [hey@stashwealth.com](mailto:hey@stashwealth.com). Clients can complete the form to provide feedback and request a refund.

Unless otherwise stated by You this Agreement is terminated upon final delivery of the Stash Plan® to You. No refunds will be made after delivery of the Stash Plan® to You. Termination of the Agreement will not affect the liabilities or obligations of the parties for activity initiated prior to termination.

### **Non-Exclusive Services**

You expressly acknowledge and understand that Stash Wealth is free to render financial planning services to others and that Stash Wealth does not make its financial planning services available exclusively to You.

### **Death or Disability**

Your disability or incapacity will not terminate or change the terms of this Agreement. However, Your executor, guardian, attorney-in-fact, or other legally authorized representative may terminate this Agreement in accordance with the termination provisions described in Section “Assignment/Termination”, above.

### **Severability**

Should any of the provisions of this Agreement be rendered invalid by a court or governmental agency of competent jurisdiction, it is agreed that this shall not affect the enforceability of the other provisions of this Agreement, which shall remain in full force and effect.

### **Client Conflicts**

If this Agreement is between Stash Wealth and related clients (i.e. husband and wife, joint owners and life partners), the Stash Plan® will be based upon Your joint goals as communicated to Stash Wealth. Stash Wealth will be permitted to rely upon instructions and/or information received from either party, unless and until the reliance is revoked in writing to Stash Wealth. Stash Wealth will not be responsible for any claims or damages resulting from their reliance on such instructions and information or from any change in the status of the relationship between You and related clients.

### **Delivery of Disclosure Documents and Other Information Regarding Stash Wealth**

You acknowledge receipt of Stash Wealth’s Privacy Policy and Stash Wealth’s disclosure documents, including Form ADV Part 2 (“Disclosure Documents”). You further acknowledge that You have had a reasonable opportunity to review the Disclosure Documents prior to Your digital acknowledgement of this Agreement. You authorize Stash Wealth to distribute Disclosure Documents via electronic communication such as email, via an attachment to an email or via the Stash Wealth website.

#### **Contact Information**

Stash Wealth’s Chief Compliance Officer can be reached at [hey@stashwealth.com](mailto:hey@stashwealth.com) or (212) 913-9904.

## **Applicable Law**

This Agreement is governed, construed, and interpreted in accordance with the laws of the State of North Carolina, unless preempted by federal law. The parties agree that any mediation and/or arbitration (or, when applicable, any legal suit, action or proceeding arising out of or relating to this Agreement that must be instituted and resolved in a State or Federal court) must be conducted in North Carolina, and each party irrevocably submits to such jurisdiction (when applicable) and agrees to venue in North Carolina.

### **Authority**

You acknowledge that you have the legal authority to purchase the Stash Plan® and to give directions and other instructions with respect to the services provided. You also agree to immediately notify Stash Wealth in writing if either of these representations should change.

## **General Provisions**

- a. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior negotiations, agreements, and understandings between the parties as to its subject matter. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature except as expressly provided in this Agreement.
- b. **Representation:** You represent and confirm that You have full power and authority to enter into this Agreement and to give orders and other instructions, and that the terms of this Agreement do not violate any obligation by which You are bound, whether arising by contract, operation of law, or otherwise, and that this Agreement has been duly authorized and will be binding according to its terms. You will advise Stash Wealth in writing of any event that might affect this authority or the binding effect of this Agreement.
- c. **Modification:** This Agreement may only be amended by a written document acknowledged or executed by all parties.
- d. **Limitation of Remedies:** The parties are not liable for indirect, special, consequential, exemplary and/or punitive damages for claims grounded in contract or ordinary negligence. Notwithstanding the foregoing, nothing in this Agreement is intended to constitute a waiver or limitation of any non-waivable rights which You may have under any federal or state securities law, including rights arising from any fiduciary relationship with Stash Wealth.
- e. **Non-Waiver:** The failure by one party to require performance of any provision will not affect that party's right to require performance at any time after, nor will a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach, default, or waiver of

this Agreement or any provision of this Agreement.

f. Third-Party Beneficiaries: This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.

g. Headings: All headings are for ease of reference only and in no way will be understood as interpreting, decreasing or enlarging the provisions of this Agreement.

## **Dispute Resolution**

If the parties are unable to informally resolve a dispute, through voluntary negotiation and/or mediation, then to the extent permitted by law, the matter may be settled by binding arbitration under the commercial arbitration rules of the American Arbitration Association or in a court having jurisdiction over the dispute. If the parties agree to arbitrate the dispute, unless the parties can agree on a single arbitrator, the matter will be heard by a panel of three arbitrators, one selected by each party and the third selected by the two arbitrators selected by the parties. Judgment upon any award rendered by the arbitrator(s) will be final and may be entered into any court having jurisdiction.

## **Arbitration**

If the parties elect to resolve a dispute through binding arbitration, the following provisions will be applicable to the arbitration proceedings:

### *a. Arbitration Provisions*

i. All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

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

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 arbitration forum rules in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

viii. The arbitration forum shall not be selected if traveling to its location would cause undue, not ordinary, hardship or financial expense to the client.

ix. The arbitrator and/or arbitration panel shall be bound by the Limitation of Remedies section in the General Provisions section of this Agreement.

*b. Important Arbitration Notices*

i. If the parties elect to arbitrate any disputes arising under this Agreement, they must agree to arbitrate all of the claims contained in the statement of claim or complaint if the client so requests;

ii. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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 client 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 Agreement except to the extent stated herein:

iii. You are entitled to keep a copy of this Agreement;

iv. You are entitled to request a copy of this Agreement at any time; and

v. You are entitled to request the names of and information on how to contact or obtain the rules of all arbitration forums in which a claim may be filed under this Agreement.