

Client Advisory Services Agreement (Non-Discretionary)

This Agreement (“**Agreement**”) is entered into among MyWallSt Advisory, LLC (“**the Firm**”, “**Advisor**” or “**we**”), a Delaware limited liability company and SEC registered investment adviser, and you (“**you**”, “**your**”, or “**Client**”).

By executing this Agreement, Client retains the Firm to serve as investment adviser to Client pursuant to the terms and conditions described in this Agreement and the relevant Advisor Part 2A disclosure brochure.

Advisory Services

By execution of this Agreement, Client appoints the Firm to provide non-discretionary advisory services hereinafter described and the Firm accepts such appointment.

Services shall include:

- Assessment of your present level of financial risk tolerance based upon your needs, goals and objectives
- Investment advice by conducting regular retroactive quarterly reviews of your account through our mobile platform (Our investment advisor representatives will review the self-directed trading activity in your Account and compare to your profile to provide retroactive advice on the consistency of trading in the account with your stated objectives)
- Fully integrated back-office support systems to advisers, including custody, trade execution, and confirmation and statement generation, provided through the independent custodian of the Account.

Upon appointment as an investment adviser of the Account, the Firm shall obtain from Client information to determine the Client’s financial situation and investment objectives. Advisory services are provided on the basis of Client’s financial situation and investment objectives. Client is responsible for providing the Firm with accurate personal financial information, goals and instructions; and promptly updating changes in information previously provided. The Firm shall be reasonably available electronically (hello@mywallstadvisory.com) to the Client relative to the status of the Account. The Firm will not provide investment advice in person or over the phone.

The assets shall be held by an independent custodian, DriveWealth, LLC, an SEC registered broker-dealer and FINRA member (the “**Broker**” or “**Custodian**”), not the Firm. Client’s beneficial interest in a security does not represent an undivided interest in all the securities held by the Custodian, but rather represents a direct and beneficial interest in the securities which comprise the Account. A separate account is maintained for the Client with the

Custodian and Client retains all rights of ownership of the Account (e. g. right to withdraw securities or cash, exercise or delegate proxy voting, and receive transaction confirmations).

The Broker provides all brokerage services to you, including executing securities purchase and sell orders you enter through our mobile platform or pursuant to your request. The securities available to you are a limited universe of publicly traded stocks and Exchange Traded Funds (“ETFs”) which is subject to change, as determined by the Broker.

Therefore, you agree to establish an account with the Broker. Only individuals will be permitted to establish accounts, which shall be in the individual’s own name. All account opening functionalities, including identity verification and approval, are handled digitally by Broker. You will be required to complete all applicable Broker forms and agreements, including, if required, a limited power of attorney, which authorizes the Broker to deduct our fees from your Account pursuant to your agreements with us. The Broker reserves the right to reject any account application for any reason whatsoever.

The Firm may give a copy of this Agreement to any broker, dealer or other party to a transaction for the Account, or the Custodian as evidence of Advisor’s limited authority to act for the Client.

Fees and Compensation

The annual asset-based fee for investment advisory services provided under this Agreement is equal to a percentage of the current prevailing interest rate used by the Broker for cash account, which may change over time, but will not exceed .025%. Advisory fees are agreed to and memorialized electronically, including at Account opening. The Client understands and agrees that the fees set forth in this agreement shall continue until the Client or Advisor are notified in writing of any change in the amount of the fee applicable to the Account. At such time, the new fee will become effective unless the Client notifies the Firm in writing that the Client disagrees with the fee being charged. If the Client disagrees with fee being charged and Client and the Firm cannot agree on a fee the parties agree the account will be closed. At our sole discretion, the fee may be waived from time to time and/or discounted due to special promotions or based on individual client circumstances.

The annual fee shall be divided and payable monthly in arrears through direct debit in the client account. Fees are based on the Account’s ending asset value as computed by the Custodian as of the last business day of the prior month. Fees for accounts opened at any time other than the beginning of the month will be prorated.

You should be aware that the more securities you hold in your brokerage account, the higher your program fee will be. Clients who hold no securities in their brokerage account pay no program fee. You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time.

Client authorizes the custodian of the assets to charge the Account for the amount of the Firm's fee and to remit such fee to the Firm in accordance with required regulatory procedures. The custodian will send client statements at least quarterly reflecting all disbursements for the Account, including the amount of the advisory fee paid pursuant to this authorization.

Clients will also incur certain charges imposed by third parties other than the Firm. Investments made through the Account will incur brokerage and transaction costs, including but not limited to fees and expenses charged by investment company securities disclosed by prospectus and the Custodian. Click [HERE](#) for transaction and brokerage costs passed through your Account by the Custodian. In addition, fees associated with connecting to our mobile platform, including all internet service and data fees will be charged to the Client directly by the service provider.

Limited Authority

Because we have no discretionary authority over your Account, you make the ultimate decision regarding the purchase or sale of investments. You agree you will be responsible for reviewing available investment options and entering purchase and sell orders in your account through our mobile platform. We do not recommend specific securities, and we do not rebalance your portfolio to any predetermined allocation.

Moreover, it is your responsibility to continually monitor the transfer of funds in your account by carefully initiating and/or automating and reviewing funds transfers.

Valuation

The market value of any security or other investment in the account is determined by the Custodian.

Non-exclusive Relationship

The Client acknowledges and agrees that the Firm may act as an Investment Advisor to other clients and receive fees for such services. The advice given and the actions taken with respect to such clients may differ from advice given to the Client. The Client also acknowledges that in providing retroactive advice, the Firm's officers, directors, or employees, directly or indirectly, have or may acquire a position or interest in securities also purchased by the Client.

Confidential Relationship

All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties, except as required by law or necessary to carry out designated powers or as granted by the Client.

Proxy Voting

Client will be responsible for voting of all proxies for securities held in the Account. Proxy materials will be forwarded to Client from the Custodian. The Firm is expressly precluded from rendering any advice, or taking any action with respect to, the voting of any such proxies.

Assignment

This Agreement cannot be assigned or transferred in any manner by any party without the consent of all parties receiving or rendering services under this Agreement.

Minimum Account Size

The minimum size for the Account is \$1. Should the market value of the Account fall below the stated minimum, the Firm shall have the right to require that additional monies or securities be deposited to bring the Account value up to the required minimum or to close the Account.

Amendments

The Firm shall have the right to amend this agreement only if Client has agreed to such changes in writing.

Termination

This Advisory Agreement will continue in effect until terminated by either party with a written notice to the other, via email or by mail to the address of record. If services are terminated within (5) business days of executing the Agreement, services will be terminated without penalty.

In the event the Agreement is terminated, any pending fees that are due may be deducted from the proceeds of any sale of securities from your Account. The Client will be billed for any monthly fees incurred on a pro-rata basis. Such termination shall not affect liabilities or obligations incurred or arising from transactions initiated under this agreement prior to such termination, including the provisions regarding arbitration, which shall survive any expiration or termination of this agreement

Upon termination, it is the Client's responsibility to monitor the securities in the Account, and the Firm will have no further obligation to act or advise with respect to those assets.

Death or Disability

If Client is a natural person, the death, disability or incompetency of Client will not terminate or change the terms of this Agreement. However, Client's executor, guardian, attorney-in-fact or other authorized representative may terminate this Agreement by giving written notice to Advisor.

Risk

The Firm cannot guarantee the future performance of the Account, promise any specific level of performance or promise that the Firm's limited advice will be successful. The investment decisions made by the Client are self-directed and subject to various market, currency, economic, political and business risks, and will not necessarily be profitable.

Except as may otherwise be provided by law, The Firm will not be liable to the Client for any act, conduct or omission by the Custodian nor for any loss (i) that the Client may suffer as a result of Firm's good faith decisions or actions where the Firm exercises the degree of care, skill, prudence and diligence that a prudent person acting in a fiduciary capacity would use; (ii) caused by following the Client's instructions; or (iii) caused by the custodian, any broker or dealer executing transactions for the Account or by any other person. Federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and this Agreement does not waive or limit the Client's rights under those laws.

Legal Proceedings

The Firm shall have no obligation to render advice or take any action with respect to securities or other investments, or the issuers thereof, which become subject to any legal proceedings, including bankruptcies and class actions.

Notice

You agree to receive electronic communications from the Firm concerning your Account. You further agree that any such electronic communications will be deemed to have been received by you no later than five (5) business days after the Firm sends such communication to you by email or posts such notice on our website or mobile platform, whether or not you have received the email or retrieved the notice. An email is considered to be sent at the time that it is directed by the Firm's email server to your email address. You agree that these are reasonable procedures for sending and receiving electronic communications.

Governing Law

This Agreement shall be construed under the laws of the State of New York, provided there is no inconsistency with federal law. Nothing in this Agreement will be construed contrary to the Investment Advisers Act of 1940 and any rule thereunder.

Entire Agreement

This Agreement represents the Firm's entire understanding with regard to the matters specified herein. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement.

Representations

The Firm represents that it is registered as an investment adviser and is authorized and empowered to enter into this Agreement. The Client represents that he or she is authorized and empowered to enter into this Agreement.

Validity

If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

Disclosure Document

When you accept the online Agreement made available on our mobile platform, we will contemporaneously provide you with a Form ADV Part 2A ("Brochure"), Form CRS and Privacy Policy for your records. You hereby acknowledge the receipt of the Brochure, Form CRS and Privacy Policy as provided in accordance with this Agreement. You have the right to terminate this agreement without penalty within five business days after entering into the agreement. You also acknowledge that you have reviewed and understands the risk factors and the fees associated with the Account.

Third-Party Services.

You acknowledge and agree that the Firm may provide you with information regarding additional third-party services which you, in your sole discretion, may elect to participate in independently from the Firm and you understand that the Firm does not endorse or warrant such third-party services by providing you with information related to such third-party service providers.

Arbitration Provision

To the extent permitted by law, any controversy or dispute which may arise between the Client and the Firm concerning any transaction or the construction, performance or breach of this Agreement shall be settled by arbitration. Any arbitration shall be pursuant to the rules, then applying, of the American Arbitration Association, except to the extent set forth herein. The arbitration panel shall consist of at least three individuals, with at least one panelist having knowledge of investment advisory activities. The parties agree that any arbitration proceeding pursuant to this provision shall be held in a location as determined by the rules of the American Arbitration Association. The award of the arbitrators shall be final and binding on the parties, and judgment upon the award rendered may be entered into in any court, state or federal, having jurisdiction. Client notes the following provisions of arbitration:

- **Arbitration is final and binding on all parties.**
- **The parties are waiving their right to seek remedies in court, including the right to jury trial, except to the extent such a waiver would violate applicable law.**
- **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**
- **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

The agreement to arbitrate does not entitle you to obtain arbitration of claims that would be barred by the relevant statute of limitations if such claims were brought in a court of competent jurisdiction. If at the time a demand for arbitration is made or an election or notice of intention to arbitrate is served, the claims sought to be arbitrated would have been barred by the relevant statute of limitations or other time bar, any party to this agreement may assert the limitations as a bar to the arbitration by applying to any court of competent jurisdiction, and you expressly agree that any issues relating to the application of a statute of limitations or other time bar, are referable to such a court. The failure to assert such bar by application to a court, however, shall not preclude its assertion before the arbitrators. Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under the federal securities laws.

Signatures

When you use our mobile platform to apply for a MyWallSt Advisory, LLC Account, the Agreement shall become effective when accepted by you by completing the online Agreement.

You understand that clicking or checking “I AGREE” or completing the electronic signature field is the legal equivalent of your manual signature and you will be bound by all of the provisions, terms and conditions set forth in the Agreement. If you have any questions regarding the Agreement, STOP, do not continue until you address them with the Firm.

CONTACT US. If you have any questions about this Agreement, please contact us as at hello@mywallstadvisory.com or at the mailing address provided below.

MyWallSt Advisory, LLC
80 Broad St., 5th floor
New York, NY 10006

NOTE: THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE.

MyWallSt Advisory LLC:

By:

Customer

By:

Date: