WEALTHFRONT CUSTOMER AGREEMENTS
Brokerage Account

Updated: September 16, 2026

These are the agreements and other documents that establish and govern your customer relationship with Wealthfront Brokerage LLC and your client relationship with Wealthfront Advisers LLC.

TO BECOME A CUSTOMER OF WEALTHFRONT BROKERAGE LLC, YOU AGREE TO THE FOLLOWING AGREEMENTS (EACH, AN "AGREEMENT" AND, COLLECTIVELY, THE "AGREEMENTS") AND AGREE TO BE LEGALLY BOUND BY EACH AGREEMENT'S TERMS AND CONDITIONS:

(1) the Self-Directed Brokerage and Custody Agreement between you and Wealthfront Brokerage LLC ("Wealthfront Brokerage"), a wholly-owned subsidiary of Wealthfront Corporation;

(2) the Self-Directed Advisory Agreement between you and Wealthfront Advisers LLC ("Wealthfront Advisers"), an SEC-registered investment adviser and a wholly owned subsidiary of Wealthfront Corporation;

(3) the ESIGN Consent to Use Electronic Records, Disclosures and Signatures; and

(4) the Privacy Policy

BEFORE ENTERING INTO THE AGREEMENTS, YOU MUST READ AND CONSIDER EACH AGREEMENT CAREFULLY AND CONTACT WEALTHFRONT BROKERAGE OR WEALTHFRONT ADVISERS TO ASK ANY QUESTIONS YOU MAY HAVE. CLICKING THAT YOU AGREE HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF EACH AGREEMENT. BY CLICKING THAT YOU AGREE DURING THE APPLICATION PROCESS, YOU ACKNOWLEDGE AND AGREE THAT:

- EACH AGREEMENT MAY BE AMENDED FROM TIME TO TIME WITHOUT PRIOR NOTICE TO OR CONSENT FROM YOU.
- THE CURRENT AND APPLICABLE AGREEMENTS WILL BE AVAILABLE ON THE WEALTHFRONT WEBSITE AT WWW.WEALTHFRONT.COM (the "SITE") AND THROUGH THE WEALTHFRONT MOBILE APPLICATION (THE "APP").
- YOU WILL CHECK THE SITE OR THE APP FOR AMENDED VERSIONS OF THE AGREEMENTS.
- BY KEEPING YOUR ACCOUNT WITH WEALTHFRONT BROKERAGE OR BY CONTINUING TO USE SERVICES PROVIDED BY WEALTHFRONT BROKERAGE AND/OR WEALTHFRONT ADVISERS WITHOUT OBJECTING TO AMENDMENTS OR NEW VERSIONS OF ANY AGREEMENT POSTED ON THE

SITE OR THE APP, YOU AGREE TO AND ACCEPT ALL TERMS AND CONDITIONS OF ANY AMENDED AGREEMENT, INCLUDING ANY NEW OR CHANGED TERMS OR CONDITIONS.

- IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THE SELF-DIRECTED BROKERAGE AND CUSTODY AGREEMENT AND THE SELF-DIRECTED ADVISORY AGREEMENT YOU ARE AGREEING TO RESOLVE ANY DISPUTE BETWEEN YOU AND WEALTHFRONT BROKERAGE AND/OR WEALTHFRONT ADVISERS THROUGH BINDING, INDIVIDUAL, PRIVATE ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 22 OF THE SELF-DIRECTED BROKERAGE AND CUSTODY AGREEMENT AND SECTION 18 OF THE SELF-DIRECTED ADVISORY AGREEMENT FOR DETAILS REGARDING THE BINDING WAIVER OF YOUR RIGHT TO RESOLVE DISPUTES IN COURT IN FAVOR OF PRIVATE ARBITRATION.

- CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THE SELF-DIRECTED BROKERAGE AND CUSTODY AGREEMENT AND THE SELF-DIRECTED ADVISORY AGREEMENT, INCLUDING THE ABOVE-REFERENCED ARBITRATION CLAUSES.

Further, by clicking that you agree during the application process, you also acknowledge and agree that:

- Two different affiliated entities, Wealthfront Brokerage and Wealthfront Advisers, will provide you with services, as applicable, pursuant to the Agreements described above.

- Wealthfront Brokerage and Wealthfront Advisers have separate agreements with you that allocate separate sets of rights and obligations between you and each of them in connection with the specific services provided by each.

- Wealthfront Brokerage is not responsible for the obligations of Wealthfront Advisers, and Wealthfront Advisers is not responsible for the obligations of Wealthfront Brokerage.

- Wealthfront Brokerage and Wealthfront Advisers do not indemnify each other in connection with any of the Agreements.

- Wealthfront Brokerage and Wealthfront Advisers, may, subject to applicable laws and regulations, engage vendors or other contractors to assist in the fulfillment of their respective duties to you, or otherwise, under the Agreements.

- The services you receive are sufficient consideration for you to enter into the Agreements.

- If you opt-out to any of these Agreements or portions of these Agreements, Wealthfront Brokerage may choose to terminate the Self-Directed Brokerage and Custody Agreement with you, and your account with Wealthfront Advisers will subsequently be closed.

IN ADDITION, IF YOU DO NOT HAVE A WEALTHFRONT BROKERAGE CASH ACCOUNT, YOU MUST QUALIFY FOR AND OPEN A WEALTHFRONT BROKERAGE CASH ACCOUNT AND AGREE TO ALL AGREEMENTS AND POLICIES PRESENTED TO YOU BY WEALTHFRONT'S BANKING SERVICE PROVIDERS.

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Self-Directed Brokerage and Custody Agreement
Brokerage Account

Updated: September 16, 2026

You ("Customer") agree to enter into this Self-Directed Brokerage and Custody Agreement (this "Agreement" or "Brokerage Agreement") with Wealthfront Brokerage LLC ("Wealthfront Brokerage"). **If you previously entered into a brokerage agreement with Wealthfront Brokerage with respect to Wealthfront Advisers' Stock Investing Account, you understand that by executing this Agreement, you hereby terminate such brokerage agreement with immediate effect and that your Stock Investing Account will be converted into a self-directed brokerage account governed by the terms of this Agreement and the advisory agreement you enter into with Wealthfront Advisers LLC with respect to your Brokerage Account.**

1. Definitions

Account or Accounts means the Self-Directed Brokerage Account(s) governed by the Brokerage Agreement.

Basic Brokerage Services means the following services provided by Wealthfront Brokerage pursuant to this Brokerage Agreement: (i) the routing of purchase and sale trading instructions to the Clearing Broker; (ii) omnibus custody of funds and Securities held by the Clearing Broker in an Omnibus Account pursuant to the Clearing Agreement; and (iii) the maintenance of your Account by Wealthfront Brokerage, which includes accounting, valuation, recordkeeping, and reporting for activity in your Account.

Business Day means a day when the New York Stock Exchange opens for trading during all or part of a day.

Cash Account means such accounts that Wealthfront Brokerage establishes and carries for you to hold your funds and record your transactions pursuant to your discretion and instructions.

Clearing Agreement means the Omnibus Clearing Agreement between Wealthfront Brokerage and the Clearing Broker.

Clearing Broker means a broker, if any, that Wealthfront Brokerage engages to provide clearance or settlement services for purchase and sale transactions or to hold Securities in Wealthfront Brokerage's name. If Wealthfront Brokerage engages more than one Clearing Broker, Clearing Broker means the broker that provides the applicable services referenced in the context in which the term is used.

Fractional Shares means interests in the Account in fractions of shares of Securities.

Fractional Trading means the trading of Fractional Shares.

Indemnified Persons means affiliates, officers, directors, managers, members, employees, representatives, successors, assigns, and authorized agents of either Wealthfront Advisers or Wealthfront Brokerage.

Joint Account means a joint Account established by Customer and one other person.

Joint Account Holder means Customer and another person with whom Customer establishes a Joint Account (collectively referred to herein as Joint Account Holders).

Money Market Fund Option means a U.S. Government Money Market Fund money market mutual fund.

Omnibus Account means an account carried and cleared by Clearing Broker that contains accounts of undisclosed customers on a commingled basis and that are carried individually on the books of Wealthfront Brokerage.

Optional Brokerage Services means other optional brokerage services that may be made available to you from time to time by Wealthfront Brokerage, each of which service shall be governed by a separate written agreement. Margin lending is not available.

Participating Banks means FDIC insured banks that participate in Wealthfront Brokerage's Cash Sweep Program.

Participating Bank Sweep Option means an account at a bank where deposits are eligible for pass-through insurance by the Federal Deposit Insurance Corporation ("FDIC").

Security has the meaning set forth in Section 202(a)(18) of the Investment Advisers Act of 1940, as amended, including primarily without limitation stocks, exchange traded funds (ETFs), mutual funds, and/or similarly traded instruments.

2. Agency, Custody, and Trading

2.1 Appointment and Authorization

You appoint Wealthfront Brokerage as your agent to hold your Account(s) and carry out instructions, including instructions for purchases and sales of Securities by you and to act and rely on other instructions that you transmit or provide. You assume all investment risk with respect to your Account(s). You authorize Wealthfront Brokerage, as your agent, to establish relationships with the Clearing Broker, and to appoint and use other sub-agents. You authorize Wealthfront Brokerage and its sub-agents to take reasonable steps in connection with your Account(s) and its rights and obligations under this Brokerage Agreement, including: opening, closing, and holding the Account(s) in your name; making and retaining customer, account, and transaction records; holding Securities in bearer, registered, or book entry form; and placing, transmitting, and withdrawing trading instructions for transactions, including the trading instructions authorized by you in the Self-Directed Advisory Agreement and placed by you; effecting purchases and sales of Securities and other transactions, including without limitation transactions in Securities or bank accounts maintained in Wealthfront Brokerage's name for the benefit of Wealthfront Brokerage's customers and reconciling such transactions with transactions in your Account(s); holding Securities and money attributable to your Account(s) in Securities or bank accounts maintained in Wealthfront Brokerage's name for the benefit of Wealthfront Brokerage's customers and thus commingling such Securities and money with that of other customers in the Wealthfront Program. You agree that Wealthfront Brokerage may, in its sole discretion and without prior notice to you, refuse or restrict trading instructions placed by you.

You agree that (i) Wealthfront Brokerage will route trade instructions to executing brokers for execution; (ii) Wealthfront Brokerage will clear and settle transactions in your Account(s); (iii) Wealthfront Brokerage does not act as the executing broker's or the Clearing Broker's agent; and (iv) unless Wealthfront Brokerage receives a written notice from you to the contrary, the Clearing Broker may accept from Wealthfront Brokerage any instructions relating to your Account(s), without inquiry or investigation. You acknowledge and agree that Wealthfront Brokerage will not route trading instructions to markets for execution other than through executing brokers selected by Wealthfront Brokerage or obtain clearance and settlement services for your transactions related to your Account(s) other than from the Clearing Broker.

By entering this Agreement, Customer acknowledges receipt of the Wealthfront's Form ADV Part 2 and Form CRS and agrees that those terms are incorporated herein by reference.

2.2 Self-Directed Investing

Your Account is self-directed and you are solely responsible for any and all orders placed in your Account, for your investment decisions, and for determining the suitability of any particular transaction, Security, or investment strategy. You agree that all orders entered by you (or placed on your behalf) are based on your own investment decisions. You acknowledge and understand that all investments involve risk, that losses may exceed the principal invested, and that the past performance of a Security, industry, sector, market, or financial product does not guarantee future results or returns.

You understand and agree that Wealthfront Brokerage has no liability whatsoever for the results of any of your transactions, investment strategies and decisions.

2.3 No Advice

You acknowledge and agree that Wealthfront Brokerage is not providing any investment recommendations (as defined under Exchange Act Rule 15l-1) or acting as an investment adviser with respect to your Account.

Because Wealthfront Brokerage does not provide advice, Wealthfront Brokerage is not responsible for the suitability or appropriateness of any order, trade, investment, investment strategy or other activity of Customer. You acknowledge that all investment decisions in your Account are made solely by you. Customer agrees that any order submitted to or transaction executed by Wealthfront Brokerage is solely Customer's own decision and is based on Customer's own evaluation of its personal financial situation, needs, and investment objective(s).

2.4 No Account Monitoring

While Wealthfront Brokerage may make certain information available to you, you understand and agree that under no circumstances will Wealthfront Brokerage provide advice or monitor your Account; nor will Wealthfront Brokerage provide legal, tax, estate-planning, or accounting advice for your Account. You are solely responsible for monitoring your Account.

2.5 Cash Balances and Cash Account

You also acknowledge and agree that (i) the cash balances in your Account(s), including in your Cash Account(s), are intended for investing in Securities at such appropriate time as determined by you and Wealthfront Brokerage; (ii) when you initiate a transfer from your Account to your Cash Account, it may take up to five (5) Business Days for your funds to reach the Participating Banks - FDIC insurance is not provided and your funds will not earn interest until your funds arrive at the Participating Banks; and (iii) when you initiate a transfer from your Cash Account to your Account, it may take up to three (3) Business Days for your funds to reach your Account to be invested in Securities, and your funds will not be covered by FDIC insurance nor will it earn interest once it leaves the Participating Banks.

3. Orders

You understand that whether you place a market or limit order, you will receive the price at which your order is executed in the marketplace. You acknowledge a quote you obtain at or prior to the time you place a market order is not a guarantee that all or part of your order will be executed at the quoted price. You acknowledge that when you place a market order, the price of the Security may change between the time the order is placed and the time it is executed, and agree not to hold Wealthfront Brokerage liable for these price fluctuations. You also understand that price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

You have the ability to place certain orders in a queue outside of Market Hours (as defined below) for execution the following trading day ("Queued Order"). Queued Order requests are prioritized based on the order in which they are received, and orders based on Queued Orders are sent out for execution after the opening of the normal market trading session of 9:30 a.m. to 4:00 p.m. ET ("Market Hours") on the next day of trading.

If you submit a single or multiple Queued Order requests to buy one or more Securities and Wealthfront Brokerage is unable to route orders based on all of those requests because you have insufficient buying power as of the opening of Market Hours, you understand that Wealthfront Brokerage will endeavor to cancel one or more of the Queued Order requests in the order in which they were received until you have sufficient buying power for the remaining Queued Order requests, if any. You understand that Securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. You agree to pay or receive the prevailing market price at the time your market order was executed, even if the execution market is significantly higher or lower than you anticipated at the time you placed the order.

To avoid buying a Security at a higher price and possibly exceeding your purchasing power, you understand your option to enter a limit order with a limit price. You understand that limit orders may not be executed within a particular period of time, or at all, if there is not sufficient trading at or better than the limit price you specify.

Wealthfront Brokerage only supports for exchange-listed National Market System ("NMS") stocks, and not stocks traded over the counter ("OTC"). If an NMS stock is delisted or if a stock traded OTC has a corporate action that results in fractional shares, Wealthfront Brokerage may sell any portion of the OTC Security.

4. Fractional Shares

Wealthfront Brokerage may hold Fractional Shares and facilitate Fractional Trading. Fractional Shares present unique risks and have certain limitations. Fractional Shares may have different rights from full share interests of the same Security.

You understand and agree that the market is not currently able to settle and clear fractional share interests. As a result, when you purchase a fractional share, Wealthfront Brokerage will allocate the portion of the share not purchased by you to Wealthfront Brokerage's own account. When you purchase or_sell a fractional share, your order may be coupled with either an order from another_customer or from inventory held by Wealthfront Brokerage. You hereby provide upfront consent to such transaction. The sale of a fractional share could result in you incurring a taxable gain or loss. You further understand and agree that you cannot vote any fractional share position, and Wealthfront will not solicit proxies in connection with fractional share positions.

4.1 Rounding

Wealthfront Brokerage rounds all holdings of Fractional Shares to the fifth decimal place. All orders to purchase or sell Fractional Shares will be rounded to the fifth decimal place, with any portion beyond the fifth decimal place being excluded from the order, not rounded. The dollar value of Fractional Shares will be rounded to the nearest cent. You will receive proceeds from the sale of any whole or Fractional Shares rounded to the nearest cent.

4.2 Dividends

If any Fractional Shares in the Account pay a dividend, the dividend will be paid in an amount proportional to the fractional ownership interest, rounded to the nearest cent. When dividends are reinvested rounding limitations and minimum reinvestment size may result in small residual cash amounts that remain uninvested and will be subject to the Cash Sweep Program.

4.3 Corporate Actions

The Securities in your Account may be subject to mandatory and voluntary corporate actions.

A mandatory corporate action affects all holders, and no decision is required from you. A voluntary corporate action will require an election from you before Wealthfront Brokerage's cut-off date to indicate if and how you want to participate.

For voluntary corporate actions, including tender offers and certain rights offerings, only whole shares, and not Fractional Shares, are eligible to participate.

For mandatory corporate actions, including reorganizations (mergers and acquisitions) or other involuntary corporate actions, such as stock splits or stock dividends, typically Wealthfront Brokerage will distribute interests in proportion to the Account's ownership interest, inclusive of Fractional Share interests. Wealthfront Brokerage will distribute interests in fractional amounts to the fifth decimal place. You agree that you will accept any Fractional Share interest received via mandatory corporate action as either a cash-in-lieu payment or as a Fractional Share. In connection with any such corporate action any Fractional Shares received will be rounded to the fifth decimal and any cash received will be rounded to the nearest cent.

The foregoing notwithstanding, these situations are in all cases subject to the terms contained in the materials prepared by the issuer describing the corporate action, as well as Wealthfront Brokerage's applicable policies and procedures, which may result in a different outcome from what is described herein. Because of the unpredictable nature of corporate actions, there may be situations that arise that are not described previously. Generally, these situations will be handled in accordance with the concepts applicable to dividends and reorganizations. Interests will be divided and distributed where possible in proportion to the Account's ownership interest.

You agree that you are responsible for knowing the features, rights, and terms of all Securities in your Account and that you are responsible for making election decisions in corporate actions. Wealthfront Brokerage will notify you of voluntary corporate actions by email and make elections available through the Site or App. Wealthfront Brokerage is not obligated to take any other action on your behalf without specific instructions from you.

You agree that Wealthfront Brokerage is not liable for any losses associated with the expiration of rights arising out of or relating to your failure to act or to give instructions to Wealthfront Brokerage to act on your behalf.

4.4 Illiquidity

You understand and acknowledge that Fractional Shares are typically unrecognized and illiquid outside the Wealthfront platform and that Wealthfront Brokerage does not guarantee that there will be a market for Fractional Shares of any Security.

4.5 Transfer or Certification

You understand that Fractional Share positions cannot be transferred in-kind or certificated. To transfer an Account or specific share positions to another financial institution, all Fractional Shares will need to be liquidated, and the proceeds will be credited to the Account so that they may be transferred out as cash via the Automated Customer Account Transfer Service (ACAT).

4.6 Voting

Holders of less than one full share of stock will not be able to exercise voting rights on matters that shareholders of the company issuing the stock are entitled to vote. You have otherwise authorized Wealthfront Advisers to vote as described in the Advisory Agreement.

Notwithstanding the above, you will also be entitled to receive proxy voting materials and voting rights proportionate to your partial shares held through the DRIP (as defined below), except in the event of certain types of corporate reorganizations. In mandatory corporate reorganizations, your partial shares will be handled according to the terms of the particular reorganization. In voluntary reorganizations, instructions you give Wealthfront Brokerage will only be applied to your whole shares.

4.7 Marketable Limit Orders

Fractional Trading is accomplished through marketable limit orders.

4.8 Trading Halts

In the event of a trading halt of a Security, Fractional Trading of that Security will also be halted until trading resumes.

4.9 Securities Available

Fractional Trading will generally be available for exchange-listed National Market System (NMS) stocks. However, certain NMS stocks may not be made available for Fractional Trading, and Wealthfront Brokerage reserves the right to modify the list of eligible NMS stocks at any time without notice to You. Any modification to the list of eligible NMS stocks available for Fractional Trading will not affect any Fractional Shares previously acquired by You via the Fractional Trading functionality, so long as the Security no longer eligible for Fractional Trading continues to qualify as an NMS stock. You consent to the liquidation of a Fractional Share if the Security underlying your fractional share interest ceases to qualify as NMS stock.

4.10 Account Types Available

Fractional Trading may not be available in certain account types.

4.11 Reporting

You understand that, subject to applicable requirements, Wealthfront Brokerage may report holdings and transactions in the Account in terms of U.S. Dollars and shares.

4.12 Tax Treatment

You agree that Wealthfront Brokerage will treat you as the owner of all fractional share interests allocated to your account; that you will file all tax returns in accordance with such treatment; and that you will take no action inconsistent with such treatment.

4.13 Principal Capacity

The Fractional Share component of certain orders may be executed by Wealthfront Brokerage as principal. When a Fractional Share interest is allocated to your account, Wealthfront Brokerage will maintain custody of the whole share in which you have the fractional interest. Any Fractional Share interest in a given whole share not allocated to your account may be allocated to other customers or to Wealthfront Brokerage as principal. When trading as principal for its own account, Wealthfront Brokerage may make a profit or incur a loss on each trade. In addition, Wealthfront Brokerage may be required to correct or adjust trades that (for a variety of reasons) have been executed in amounts that either exceed or fall short of the amounts requested. These trade corrections and adjustments could arise in connection with either or both of the agency and principal components of executed orders. Regardless, these trade corrections and adjustments will be executed by Wealthfront Brokerage in a principal capacity, and when trading as principal for its own account, Wealthfront Brokerage may make a profit or incur a loss.

4.14 Portfolio Line of Credit

Fractional Shares will not be eligible as collateral for Wealthfront's Portfolio Line of Credit (PLOC), as described in the Wealthfront Portfolio Line of Credit Agreement and Margin Handbook.

4.15 Dividend Reinvestment

Dividend reinvestment may result in your owning interests in Fractional Shares. Wealthfront Brokerage will credit your Account with the number of shares, including Fractional Shares, equal to your eligible cash distribution divided by the purchase price per share. You will be entitled to receive dividend payments proportionate to your partial share holdings.

5. Dividend Reinvestment Program

Except as expressly stated otherwise, the provisions of this Section will only apply if you are enrolled in Wealthfront Brokerage's Dividend Reinvestment Program ("DRIP"). Your enrollment in the DRIP will be activated within three Business Days after you notify Wealthfront Brokerage through the Site or App of your intention to enroll. You may only elect to have all eligible Securities in your Account enrolled for dividend reinvestment.

To be eligible for dividend reinvestment, the Securities must be held in your Account. If you choose to reinvest dividends from all eligible Securities, you understand that individual Securities could subsequently no longer be eligible Securities at Wealthfront Brokerage's discretion or under applicable law. In those cases, only those Securities will be discontinued from the DRIP. If you maintain open orders for Securities you do not already hold, you may not enroll those Securities for dividend reinvestment until your open orders are executed. If your entire Account is set up for dividend reinvestment, any eligible Securities you purchase in the future will automatically participate in the DRIP. Eligible cash distributions will be reinvested in Securities you have selected in the DRIP, provided that you owned the Securities on the record date for determining shareholders eligible to receive dividends and continue to hold the Securities through the payable date. When dividends are reinvested rounding limitations and minimum reinvestment size may result in small residual cash amounts that remain uninvested and will be subject to the Cash Sweep Program.

You understand that your participation in the DRIP is voluntary and that Wealthfront Brokerage has not made any recommendation that you should participate. You further understand that Wealthfront Brokerage is not recommending or offering any advice regarding the purchase of any Security included in the DRIP. Dividend reinvestment does not assure profits on your investments and does not protect against losses in declining markets.

You may terminate your participation in the DRIP at any time by giving notice through the Site or App. Termination will take effect prior to the next eligible cash distribution provided your notice to terminate your participation in the DRIP was received at least three Business Days prior to the record date of that distribution. Your notice to terminate your participation in the DRIP will not affect any obligations resulting from transactions initiated prior to Wealthfront Brokerage's receipt and processing of your notice.

6. Recurring Investments

Except as expressly stated otherwise, the provisions of this Section will only apply if you are enrolled in Wealthfront Brokerage's Recurring Investments ("RI"). RI permits you to automatically buy a set dollar amount of Recurring Eligible Securities on a regular schedule, such as weekly, every other week, 1st and 15th of the month, monthly, or quarterly. As it relates to this Section, "Recurring Eligible Security" means all shares available for recurring investing through Wealthfront Brokerage that Wealthfront Brokerage supports for RI.

Wealthfront Brokerage will process RI orders on the schedule that you choose for a Recurring Eligible Security. Wealthfront Brokerage does not guarantee that the RI order will be executed at a particular period of time during the trading day. If Wealthfront Brokerage is unable to process an RI order on the specified day, it will process the order as soon as reasonably possible thereafter, which may take up to five Business Days. If your RI order falls on a day that the market is closed, like a weekend or holiday, it will be scheduled for the next trading day. On partial market holidays, recurring orders will process earlier in the day to accommodate for the early market close.

You understand that your participation in RI is voluntary and that Wealthfront Brokerage has not made any recommendation that you should participate. You further understand that Wealthfront Brokerage is not recommending or offering any advice regarding the purchase of any security included as a Recurring Eligible Security in RI. You further understand that making RI does not assure profits on your investments, nor does it protect against losses in declining markets.

You understand that the execution price received may differ from the price at the time you placed the RI order and that Wealthfront Brokerage is not liable for any price fluctuations. You understand that the price you pay may be significantly higher or lower than anticipated at the time you placed the RI order.

You may cancel your RI at any time by giving notice through the Site or App. Deleting a recurring investment will take effect prior to the next scheduled RI order, unless the request to delete is made fewer than one Business Day prior to the next recurring investment, in which case the request to delete will take effect prior to the following RI order. If the Site or App makes this option available, you may also pause or skip a specific RI order. You understand that your notice to delete RI will not affect any obligations that may result from transactions initiated prior to Wealthfront Brokerage's receipt and processing of your notice.

RI orders may result in your owning interests in Fractional Shares of a Security. Interests in fractional shares are governed by the restrictions set forth in Section 4.

Because Fractional Share positions cannot be transferred, reorganized, or issued in certificate form, your partial interest will be liquidated, without commission charges to you, at prevailing market prices in the event your Account is transferred or closed, the stock is reorganized, or stock certificates are ordered out of your Account. The timing of such liquidations will be at the discretion of Wealthfront Brokerage.

RI orders may result in you owning a Fractional Share position in Securities that are callable in part. In the event of a call, Fractional Shares to be called will be determined through a random selection process. The probability of your fractional share holdings being called will be proportional to the holdings of all Wealthfront Brokerage customers who own a fractional share position in that Security. Prior to the publication date of such a call, you have the right to withdraw from your Account cash in lieu of your uncalled, fully paid partial holdings. Once a call is announced, however, all shares, whether registered or held in street name, participate in the random selection process. If your Fractional Shares are selected and you no longer hold the shares that you held on the publication date of the call, you will be responsible for covering those shares.

7. Association with Any Broker-Dealer

You certify that you are not employed by or registered with a broker-dealer or other employer whose consent is required to open and maintain your Account unless you have provided the consent to us. If you are employed by such an entity, please email compliance@wealthfront.com to provide consent and pertinent information. You agree that Wealthfront Brokerage will provide to your employer duplicate electronic statements and/or trade confirmations for your Account, according to the requirements of your firm, as provided by industry regulations, if you are employed by or registered with a broker-dealer or other firm with outside account oversight requirements for access or other persons. This information is typically delivered to your employer through a third-party service provider selected or authorized by your employer, and you acknowledge and agree that any such service provider may access and process your statements, confirmations and related personal and Account information in the jurisdictions in which it operates.

8. Account Activity Limitations

8.1 Limitations on Transaction Types

You acknowledge that many types of typical brokerage products, services, and transactions are not available in your Account. The types of products, services, and transactions that will, subject to the terms and conditions of the Self-Directed Advisory Agreement and this Brokerage Agreement, generally not be available in your Account and that you shall have no right to request of or obtain from Wealthfront Brokerage include without limitation: (i) purchases or sales of Securities other than NMS stocks as set forth in Section 9; (ii) transactions in corporate bonds, private fund interests, or limited partnership interests; (iii) short sales; (iv) transactions in currency or foreign exchange; and (v) forwards, swaps, security-based swaps, security futures, warrants, options, structured products, or other derivatives.

8.2 No Voting of Securities

You agree that voting of Securities in your Account is the responsibility of Wealthfront Advisers by default, or your responsibility to the extent you affirmatively notify Wealthfront Advisers that you will vote Securities in your Account. If you affirmatively notify Wealthfront Advisers that you will vote Securities in your Account, you acknowledge and agree that Wealthfront Advisers will not enter into a Self-Directed Advisory Agreement with you or, if a Self-Directed Advisory Agreement is then in effect, Wealthfront Advisers may terminate such agreement with immediate effect upon your election to vote proxies unilaterally and without advice from Wealthfront Advisers.

Wealthfront Brokerage agrees that it shall have no right to, and shall not, vote any Securities in your Account.

8.3 Partial ACATS

Wealthfront Brokerage may approve partial, in-kind Automated Customer Account Transfer Service (ACATS) transfers from your Account to another broker. You acknowledge that Wealthfront Brokerage is unable to facilitate ACATS transfers that include Fractional Shares.

9. Securities Available for Trading

Only exchange-listed NMS stocks are eligible for purchase and sale in the Account. Over-the-counter (OTC) and Bulletin Board Stocks are not typically available for purchase or sale through Wealthfront Brokerage. If a Security held in the Account is delisted from a national securities exchange and begins trading OTC, Wealthfront Brokerage may, in its sole discretion, (i) allow you to hold the position, (ii) allow you to initiate a sale of the position, or (iii) liquidate the position and credit the proceeds to the Account or (iv) restrict trading in such Security.

10. Cash Account; No Margin

Your Account is a cash account only. Wealthfront Brokerage will require full payment in cleared funds prior to the acceptance of any order. Customer agrees to pay for purchases immediately or on Wealthfront Brokerage's demand, and all purchases must be paid in full prior to or on the settlement date. In the event that Customer fails to pay for a purchase in full immediately or on Wealthfront Brokerage's demand, Wealthfront Brokerage has the right to recover the purchase price by selling the Securities subject to the order and withdrawing any incremental cost not covered by such sale of Securities from your Account. Margin trading, margin borrowing, and short selling are not available in the Account. Wealthfront Brokerage will not extend credit to Customer for the purchase of Securities.

11. Statements and Confirmations

By entering into this Agreement, Customer hereby agrees that in lieu of receiving transaction-by-transaction confirmations for each transaction effected on behalf of Customer in the Account(s), Customer will receive periodic reports regarding transactions on at least a quarterly basis. Such reports may be included as part of Customer's Account statement. Wealthfront Brokerage may also make such transaction-by-transaction confirmations for Securities transactions available for Customer to review at www.wealthfront.com (the "Site") and the Wealthfront Mobile Application (the "App"). Customer further acknowledges that all information that is required to be contained in a confirmation under applicable law will be included in the periodic statement for the Account(s). Wealthfront Brokerage may provide electronic or other trade status reports as a courtesy only, but Wealthfront Brokerage does not guarantee the accuracy or timeliness of such alternate or interim trade status reports and will not be liable for any losses, costs or expenses 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 corrected by Wealthfront Brokerage in confirmations shortly thereafter. It is Customer's responsibility to review all Account statements promptly on receipt.

You further agree that you are responsible for reviewing all statements and confirmations for your Account(s). Statements and confirmations shall be considered accurate and binding unless you notify Wealthfront Brokerage in writing that the information is inaccurate no later than ten business days after receipt of the applicable statement or confirmation. Wealthfront Advisers and Wealthfront Brokerage are entitled to treat the information contained in Customer Account statement(s) as accurate and conclusive unless Customer objects within ten Business Days of receipt. Notifications and other inquiries concerning the balance and positions in your Account(s) should be directed to support@wealthfront.com.

12. Indebtedness, Cancellation, Payment on Demand

12.1 Indebtedness

Whenever Wealthfront Brokerage, in its sole discretion, considers it necessary for Wealthfront Brokerage's protection, or for the protection of Wealthfront Advisers or in the event of, but not limited to; (i) any breach by you of this Agreement or any other agreement with Wealthfront Brokerage or (ii) your failure to pay for Securities and other property purchased or (iii) to deliver Securities and other property sold or (iv) to pay taxes due or (v) insufficient funds in your Accounts for any reason, Wealthfront Brokerage may sell any or all Securities and other property held in any of your Accounts (either individually or jointly with others), cancel or complete any open trading instructions for the purchase or sale of any Securities and other property, and/or borrow or buy-in any Securities and other property required to make delivery against any sale effected for you, all without notice or demand for deposit of collateral, other notice of sale or purchase, or other notice or advertisement, each of which is expressly waived by you. Wealthfront Brokerage may require you to deposit cash or adequate collateral to your Account(s) prior to any settlement date in trading instruction to assure the performance or payment of any open contractual commitments and/or unsettled transactions. Wealthfront Brokerage has the right to refuse to execute Securities transactions for you at any time and for any reason. The Securities, monies and/or other property Wealthfront Brokerage holds for you or in which you may have an interest held by Wealthfront Brokerage or carried in any of your Accounts (either individually or jointly with others) shall be subject to a lien, a continuing and perfected security interest, and a right of set-off for the discharge of any and all indebtedness or any other obligation you (either individually or jointly with others) may have to Wealthfront Advisers or Wealthfront Brokerage, wherever or however arising and without regard to whether or not Wealthfront Brokerage has made advances with respect to such Securities and other property, and are to be held by Wealthfront Brokerage as security for the payment of any liability or indebtedness in your Account(s) to Wealthfront Brokerage, Wealthfront Advisers, or any of its affiliates. In connection with enforcing Wealthfront Brokerage's lien, perfected security interest or right of set-off, Wealthfront Brokerage may, at any time and without giving you prior notice, use, transfer, purchase, sell or otherwise liquidate any or all of your Securities, monies and/or other property in any of your Accounts and/or to transfer any such Securities and other property among any of your Accounts to the fullest extent of the law and without notice where allowed, to satisfy a debt or any other obligation you may have to Wealthfront Brokerage, Wealthfront Advisers, or any of their affiliates. As part of Wealthfront Brokerage's right of enforcement under this Section, Wealthfront Brokerage shall have the sole discretion to determine which Securities are to be liquidated or what monies or other property may be transferred between your Accounts without regard to any tax or other consequences you may face as a result of such liquidation. If you breach either the Self-Directed Advisory Agreement or this Brokerage Agreement, Wealthfront Brokerage maintains all of the rights and remedies provided in this Brokerage Agreement. You agree to indemnify and hold Wealthfront Brokerage, Wealthfront Advisers, their affiliates and the Indemnified Persons harmless from and against any losses, costs or expenses incurred or payable in connection with (i) Wealthfront Brokerage's remedies under this Section, including without limitation reasonable costs of collection, including without limitation attorneys' fees and expenses, or (ii) defense of any matter arising out of your Securities transactions. Wealthfront Brokerage shall, without limiting its other rights under this Section, have the right to offset amounts you owe Wealthfront Brokerage, Wealthfront Advisers, or any of their affiliates against any amounts Wealthfront Brokerage, Wealthfront Advisers, or any of their affiliates owes you. You will remain liable for the deficiency. You will pay the reasonable costs and expenses of any debit balance and any unpaid deficiency in any of your Accounts, including without limitation attorney fees and costs incurred by Wealthfront Brokerage, Wealthfront Advisers, or any of their affiliates.

12.2 Cancellation

Wealthfront Brokerage is authorized at Wealthfront Brokerage's sole discretion and without notice to you to cancel any outstanding trading instruction, to close out your Accounts, in whole or in part, or to close out any commitment made on behalf of you.

12.3 Account Restrictions

Wealthfront Brokerage is authorized at Wealthfront Brokerage's sole discretion and without notice to you to restrict trading of Securities in one or more of your Accounts, or to limit the trading to certain Securities in one or more of your Accounts.

12.4 Payment of Indebtedness on Demand

You shall at all times be liable for the payment upon demand of any obligations owing from you to Wealthfront Brokerage, Wealthfront Advisers, or any of their affiliates, and you shall be liable to Wealthfront Brokerage for any deficiency remaining in any such Accounts in the event of the liquidation thereof, in whole or in part, by Wealthfront Brokerage or by you; and you shall make payment of such obligations upon demand.

13. Fees

13.1 Purchases, Sales, and Custody

Wealthfront Brokerage agrees that you shall not be obligated to pay fees for the Basic Brokerage Services. However, you may be obligated to pay fees for additional services beyond the Basic Brokerage Services, including but not limited to those described in Section 13.2, below.

13.2 Additional Fees for Irregular Services and Optional Brokerage Services

Wealthfront Brokerage reserves the right to charge reasonable fees for some in-kind withdrawals, preparation and delivery of paper confirmations or statements, rejected payments, and, if approved by Wealthfront Advisers (with respect to advisory Accounts) in its sole discretion in accordance with the Self-Directed Advisory Agreement, wire transfers. Wealthfront Brokerage reserves the right to waive or reduce, in its sole discretion, any fees for irregular services described in this Section 13.2. Except set forth in the last paragraph of this Section 13.2, you agree that Wealthfront Brokerage may charge reasonable and customary fees for services that are not Basic Brokerage Services, that are not expressly referenced in the Self-Directed Advisory Agreement, and that Wealthfront Brokerage agrees in its sole discretion to perform on a case-by-case basis. Fees for Optional Brokerage Services shall be as set forth in the separate written agreements pertaining to such services.

If Wealthfront Brokerage liquidates the assets in your Account and is restricted from sending such assets to an outside depository by Wealthfront's security, compliance, fraud prevention or risk management policies, or for other operational reasons, Wealthfront will charge a "Custody Fee" on such assets. The Custody Fee will be an annualized fee of up to 1.0% of Customer assets held at Wealthfront Brokerage. The Custody Fee will accrue on a daily basis and be deducted monthly.

You acknowledge that, under certain situations including, but not limited to, instances of fraud, court orders, regulatory mandates, or other compliance-related reasons, Wealthfront Brokerage may need additional information from you in order for Wealthfront Brokerage and/or Wealthfront Advisors to continue providing advisory services to your Account. If, for a period of 90 days or more, you fail to provide such requested information, you acknowledge that Wealthfront Brokerage and/or Wealthfront Advisers may no longer be able to provide service to your Account and reserves the right to cease providing such services. In such cases, Wealthfront Brokerage reserves the right to charge a Custody Fee on any such assets held at, or on behalf of, Wealthfront Brokerage.

13.3 Fee Deduction

You authorize Wealthfront Brokerage to deduct any fees you owe Wealthfront Brokerage or Wealthfront Advisers under any provision of either of the Self-Directed Advisory Agreement or this Brokerage Agreement with respect to your Accounts. You authorize Wealthfront Brokerage to initiate sales to liquidate Securities in amounts sufficient to pay any fees you owe with respect to the Accounts under any provision of either the Self-Directed Advisory Agreement or this Brokerage Agreement.

14. Customer Support

You acknowledge that you may obtain information, ask questions, and receive support regarding your Accounts and its transactions and holdings by contacting Wealthfront Brokerage at support@wealthfront.com or during the hours of 7:00 am to 5:00 pm Pacific Time at (844) 995-8437.

15. Privacy

You acknowledge that you have received a copy of the Privacy Policy. A copy can be found at all times at www.wealthfront.com/legal/privacy. You consent to Wealthfront Brokerage recording your telephone calls and your electronic communications with Wealthfront Brokerage's representatives and associated persons without further notice.

16. Account Security

You acknowledge that in order to open and maintain an Account at Wealthfront Brokerage, you must have access to a verifiable, United States-based mobile phone number that is capable of accepting SMS text message communications and taking photographs. You consent to receive SMS text messages to your mobile phone number for purposes of transaction-related communications regarding your Account, such as security alerts and verification, multi-factor authentication, and Account maintenance. You acknowledge that messaging frequency will vary and message and data rates may apply from your mobile carrier. You acknowledge that as part of Wealthfront's client identification procedures, you may be required to take a "selfie" or other uses of your mobile phone camera.

17. Securities Investor Protection Corporation

Wealthfront Brokerage is a member of the Securities Investor Protection Corporation ("SIPC"). SIPC protects client accounts against the loss of Securities in the event of the member's insolvency and liquidation of a broker-dealer by replacing missing Securities and cash up to a maximum of $500,000 per client, including a $250,000 limit for claims for cash, to the extent allowed by the Securities Investor Protection Act of 1970. SIPC does not protect you against losses from changes in the market values of your investments. For more information on SIPC coverage, please contact SIPC at www.sipc.org or (202) 371-8300.

18. Funds Transfers

18.1 Your Liability for Unauthorized Transfers

You acknowledge that you could lose the entire value of your Accounts through any unauthorized electronic funds transfer, including an unauthorized withdrawal. If you suspect any unauthorized electronic funds transfer, you must notify Wealthfront Brokerage within two business days after you learn of the unauthorized transfer. If you do not notify Wealthfront Brokerage within two business days after you learn of an unauthorized electronic funds transfer, and Wealthfront Brokerage can prove that it could have stopped someone from making the unauthorized transfer if you had notified it, then you can lose the lesser of (i) $50 or (ii) the amount of the unauthorized transfers that occur within the two business days plus the amount of the unauthorized transfers that occur after the two business days and before you notified Wealthfront Brokerage, provided that Wealthfront Brokerage can establish that these unauthorized transfers would not have occurred had you notified Wealthfront Brokerage within the two business days. If you do not notify Wealthfront Brokerage within 60 days after Wealthfront Brokerage sends you the applicable statement showing an unauthorized electronic funds transfer, you may not get back any money you lost after the 60 days if Wealthfront Brokerage can show that it could have stopped the unauthorized transfer had you notified it in time. Wealthfront Brokerage will extend the notification periods for unauthorized transfers in this Section if there are extenuating circumstances such as extended travel or a hospital stay.

18.2 Same Day and Instant Transfers

In connection with your Cash Account, Wealthfront Brokerage, may, in its sole discretion, offer same-day and/or instant transfers via Real Time Payments ("RTP Transfer(s)"). RTP Transfer allows you to make certain same-day and instant transfers between your eligible accounts. The purpose of RTP Transfer is to allow for the swift transfer of funds from your Cash Account to your external bank account. You acknowledge and agree that, subject to clause (iii) below, Wealthfront Brokerage is only responsible for making a good faith effort to process your RTP Transfer requests and no delivery time is guaranteed. You further acknowledge and agree that while Wealthfront does not charge a fee for RTP Transfers, your external bank or financial institution may impose fees for RTP Transfer(s) and that Wealthfront Brokerage and/or Wealthfront Advisers is not responsible for, nor can it control or prevent, the imposition of such fees by your external bank or financial institutions. You further acknowledges and agrees that none of Wealthfront Brokerage, Wealthfront Advisers or their affiliates shall be held responsible for any losses, expenses, damages, liabilities or other claims arising out of any delay or failure to process your RTP Transfer request, or delay in making the funds available to your external accounts due to circumstances beyond the control of Wealthfront Brokerage and/or Wealthfront Advisers or any intermediary or beneficiary bank handling the transfer, including, without limitation, any inaccuracy, interruption, delay in transmission, or failure in the means of transmission of Customer's RTP Transfer request to the intermediary or beneficiary bank or execution of such request by the intermediary or beneficiary bank, whether caused by strikes, power failures, equipment malfunctions, or delays caused by one or more institution's fraud screening procedures or compliance procedures for anti-money laundering, economic sanctions or similar laws. Customer further agrees that Wealthfront Brokerage may refuse to process or delay processing any RTP Transfer request if it would violate any guideline, rule, policy or regulation of any government authority or funds transfer system.

i. Real-Time Payments ("RTP") Eligibility. The RTP system is designed to effectuate transfers solely between eligible and participating financial institutions. A complete list of RTP participating financial institutions can be found at https://www.theclearinghouse.org/payment-systems/rtp/rtp-participating-financial-institutions. You acknowledge and agree that Wealthfront Brokerage, in conjunction with Wealthfront Advisers, will be unable to process any transfers using RTP when such transfers include a counterparty that is not an RTP participating financial institution.

ii. Wells Fargo Bank N.A. and Customer Opt-Out. Currently, the ability for Wealthfront Brokerage, in conjunction with Wealthfront Advisers, to effectuate certain RTP Transfers requires that such requests be processed by Wells Fargo Bank N.A. ("Wells Fargo"). You acknowledge and agree that if you choose to opt out of Wells Fargo's inclusion as a Participating Bank in the Participating Bank List (as defined below) assigned to your Cash Account, then Wealthfront Brokerage, in conjunction with Wealthfront Advisers, will be unable to process certain RTP Transfers.

iii. No Guarantees. You understand and agree that none of Wealthfront Brokerage, Wealthfront Advisers, their affiliates or any other persons make any guarantees regarding the availability of RTP Transfer during any particular period of time or for any particular transfer. You understand that some elements necessary to complete an RTP Transfer are not within the control of Wealthfront Brokerage, Wealthfront Advisers or their affiliates and that we are not responsible for the operation of those elements. You further understand and agree that Wealthfront Brokerage, in conjunction with Wealthfront Advisers, may delay or reject any requested RTP Transfer for no reason or any reason, including, but not limited to, requests that exceed daily transaction limits, customer transaction ineligibility, program account capacity, insufficient funds, failed risk and fraud checks, software malfunctions, or legal or regulatory reasons. It is important that you recognize and accept that Wealthfront Brokerage, in conjunction with Wealthfront Advisers, may terminate the ability to use RTP and/or process RTP Transfer at any time in its sole discretion without prior notice to you. You agree that none of Wealthfront Brokerage, Wealthfront Advisers or any of their affiliates will have any liability to you or any other person for any loss, damage or other harm caused by or arising out of any such delay or refusal to process an RTP Transfer.

iv. Notice of Withdrawal. You understand that neither Wealthfront Brokerage nor Wealthfront Advisers is required to give you separate notice of an RTP Transfer. Although we may send notice of such a transfer, we assume no obligation to do so.

v. Funds Availability and Your Ability to Withdraw Funds. Wealthfront Brokerage reserves the right to delay the availability of funds from any deposits into your Account. During the delay, you acknowledge and understand that you may not be able to withdraw the funds.

vi. Responsibility. By agreeing to these terms, you agree to the fullest extent permitted by applicable law to indemnify, and hold us harmless from all claims, suits, actions, judgments, liabilities, losses, damages, proceedings, fines, costs and expenses, (including attorney fees) in connection with or arising from our good faith attempt to process any RTP Transfer according to Customer's transfer instructions.

18.3 Phone Number and Email Address for Unauthorized Transfer Notification

If you believe that an unauthorized transfer has occurred in any of your Accounts, please call Wealthfront Brokerage immediately at (844) 995-8437 or email support@wealthfront.com.

18.4 Error Resolution

In case of errors or questions about your electronic transfers or if you think your statement or receipt is wrong, please call at (844) 995-8437 or email Wealthfront Brokerage at support@wealthfront.com as soon as you can. Wealthfront Brokerage will tell you the results within three Business Days after completing an investigation. If Wealthfront Brokerage decides that there was no error, it will send you a written explanation. You may ask for copies of the documents that Wealthfront Brokerage used in its investigation.

18.5 Restrictions on Deposits into Accounts

Notwithstanding anything to the contrary in this Agreement, for purposes of account security, regulatory compliance and risk-management, funds transferred into your Account(s) may be held by Wealthfront Brokerage for up to sixty (60) days upon such transfer of funds into your Account(s). Such transferred funds may be held for a longer period if compliance with federal regulations or risk-management procedures would require us to do so. Except in cases of fraud or for funds that are returned to the originating bank as a result of insufficient funds, your transferred funds in the Cash Account will be entitled to earn interest during such hold period when they arrive at the Participating Banks.

18.6 Transfers to External Accounts

Notwithstanding anything to the contrary in this Agreement, there may be circumstances in which Wealthfront Brokerage may require a withdrawal or other disbursement to be routed to an external bank account that you have previously used to transfer funds into your Account, even where you may have instructed Wealthfront to send such a withdrawal or disbursement to a different external account, for reasons relating to account security, regulatory compliance, risk management, or other similar considerations. This may arise where, for example, Wealthfront Brokerage is unable to verify that an external account you have designated to receive funds belongs to you or is under your control; where Wealthfront Brokerage is unable to validate your entitlement to funds held in your Account; where Wealthfront may be obligated to process a withdrawal or disbursement from your Account but receives instructions for processing that withdrawal or disbursement that we are unable to follow or process; or where other considerations of the general types contemplated above dictate. In any such case, Wealthfront Brokerage reserves the right to distribute funds from your Account to the external account from which the funds in question originated, or to another external account you have previously used to fund your Account, notwithstanding any conflicting instructions you may provide; and you hereby authorize Wealthfront Brokerage to take such action in its sole discretion.

18.7 Authorization to Debit Accounts

By signing this Agreement, you hereby authorize Wealthfront Brokerage to complete transfers and debit your linked depository accounts and Cash Account in accordance with the transfer instructions you provide Wealthfront Brokerage on the Site or the App. Further, you hereby acknowledge that you are solely permitted to debit linked depository accounts and Cash Accounts held in your name.

19. Abandoned Accounts

Wealthfront Brokerage shall have the right to report, escheat, and deliver assets in your Accounts to the state of your address of record if Wealthfront Brokerage determines that an account has been abandoned in accordance with applicable state law.

20. Duty

Wealthfront Brokerage acts in a brokerage capacity in relation to your Account(s) and is not in a fiduciary relationship with you. A brokerage relationship is not held to the same legal standard as an investment advisory relationship.

21. Assignment

Wealthfront Brokerage may assign its rights and obligations under this Brokerage Agreement to any subsidiary or affiliate without notice to you or to any other entity with written notice to you. Any rights that Wealthfront Brokerage or the Clearing Broker has under this Brokerage Agreement may be assigned to the other, including the right to collect any debit balance or other obligations owing in your Account(s).

22. Dispute Resolution

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

19.1 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 (i) AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED; AND (ii) NOTHING IN THIS AGREEMENT SHALL LIMIT YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION LAWSUIT IN A U.S. COURT TO THE EXTENT SUCH RIGHT MAY NOT BE WAIVED UNDER ANY APPLICABLE FINRA RULES.

22.2 ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

22.3 THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

22.4 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.

22.5 THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

22.6 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.

22.7 THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

THE FOLLOWING ARBITRATION AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES ABOVE. WITHOUT LIMITING SECTION 18 OF THE SELF-DIRECTED ADVISORY AGREEMENT, ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN YOU AND WEALTHFRONT BROKERAGE, OR THE AGENTS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, MEMBERS, MANAGERS, OFFICERS OR CONTROL PERSONS OF WEALTHFRONT BROKERAGE (EXCLUDING WEALTHFRONT) ARISING OUT OF (i) ANY PROVISIONS OF OR THE VALIDITY OF THIS BROKERAGE AGREEMENT, OR (ii) ANY CONTROVERSY ARISING OUT OF WEALTHFRONT BROKERAGE'S BUSINESS OR WEALTHFRONT BROKERAGE'S CONDUCT WITH RESPECT TO THE ACCOUNTS SHALL BE SUBMITTED TO BINDING ARBITRATION BEFORE

THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA"). SUCH ARBITRATION SHALL BE CONDUCTED PURSUANT TO THE APPLICABLE CODE OF ARBITRATION PROCEDURE OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY ("FINRA"), WHICH CAN BE FOUND HERE (https://www.finra.org/rules-guidance/rulebooks/finra-rules/1200). ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE. THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY.

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; or (ii) the class is de-certified; 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 agreement except to the extent stated herein.

23. Representations

You hereby represent and warrant to Wealthfront Brokerage and agree with Wealthfront Brokerage as follows:

23.1 Exchange or Broker Employee; Securities Professional

Unless you have provided to us the consent referred to in Section 7 above, you are not an employee of any exchange or self-regulatory authority, or of any corporation of which any exchange owns a majority of the capital stock, or of a member of any exchange, or of a member firm or member corporation registered on any exchange or of a bank, trust company, insurance company or of any corporation, firm or individual engaged in the business dealing either as broker or as principal in Securities, bills of exchange, acceptances or other forms of commercial paper.

You are not a "Securities Professional" (as defined below), and you are using the Account for your own personal, non-business, use.

23.2 Compliance with Law

You shall comply with all applicable laws, rules and regulations in connection with your Account.

23.3 Authority

i. You have the requisite legal capacity, authority and power to execute, deliver and perform your obligations under this Brokerage Agreement. This Brokerage Agreement has been duly authorized, executed and delivered by you and is your legal, valid and binding agreement, enforceable against you in accordance with its terms. Your execution of this Brokerage

Agreement and the performance of your obligations hereunder do not conflict with or violate any obligations by which you are bound, whether arising by contract, operation of law or otherwise. If you are an entity, the individual trustee, agent, representative or nominee (the “Customer Representative”) executing this Brokerage Agreement on your behalf has the requisite legal capacity, authority and power to execute, deliver and perform such execution and the obligations under this Brokerage Agreement as applicable. Specifically, if you are a corporation, limited liability company, partnership, or other legal entity that is not an individual, the Customer Representative signing this Brokerage Agreement on your behalf has been authorized to execute this Brokerage Agreement by appropriate corporate, member or manager, partnership or similar action, and if this Brokerage Agreement is entered into by a trustee or fiduciary, the trustee or fiduciary has authority to enter into this Brokerage Agreement on your behalf, you have the power and authority to enter into this Brokerage Agreement and that the services described herein are authorized under your applicable articles, certificate, charter, operating agreement, partnership agreement, plan document, trust or organizational, delegation or formation documents or law. You will deliver to Wealthfront Brokerage evidence of your and Customer Representative’s authority on Wealthfront Brokerage’s request and will promptly notify Wealthfront Brokerage of any change in such authority, including but not limited to an amendment to your organizational, delegation or formation documents that changes the information you provide to Wealthfront Brokerage on opening an Account.

ii. If Customer Representative is entering into this Agreement on your behalf, you and Customer Representative understand and agree that the representations, warranties and agreements made herein are made by you both: (a) with respect to you; and (b) with respect to the Customer Representative.

iii. You are the owner or co-owner of all cash and Securities in the Account, no one except you (or in the case of a Joint Account, the co-owner of record) has an interest in the Account or Accounts of yours with Wealthfront Brokerage, and there are no restrictions on the pledge, hypothecation, transfer, sale or public distribution of such cash or Securities.

iv. You will provide Wealthfront Brokerage as requested with complete and accurate information about your identity, contact information (e.g., a mobile phone number that is registered to you), background, net worth, investing timeframe, other risk considerations, any Securities from which you may be or become legally restricted from buying or selling, and other investment accounts, and you will promptly update that information as your circumstances change.

v. You acknowledge that Wealthfront Advisers and Wealthfront Brokerage are subject to certain anti-money laundering (“AML”) and related provisions under applicable laws, rules and regulations and are otherwise prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities and individuals, including without limitation, specially designated nationals, specially designated narcotics traffickers and other parties subject to United States government or United Nations sanctions and embargo programs (collectively “AML Laws”). In furtherance of the foregoing, you hereby represent and warrant the following and shall promptly notify Wealthfront Advisers or Wealthfront Brokerage if any of the following ceases to be true and accurate: (a) to the best of the your knowledge based upon appropriate diligence and investigation, none of the cash or property that the you has paid or will pay or deposit to Wealthfront Advisers or Wealthfront Brokerage has been or shall be derived from or related to any activity that is deemed criminal under United States law, nor will any of the your payments or deposits to Wealthfront Advisers or Wealthfront Brokerage directly or indirectly contravene United States federal, state, international or other laws or regulations, including without limitation any AML Laws (b) no contribution or payment by you, or on your behalf, to Wealthfront Advisers or Wealthfront Brokerage shall cause Wealthfront Advisers or Wealthfront Brokerage to be in violation of any AML Laws. You understand and agree that if at any time it is discovered that any of the representations in this Section are untrue or inaccurate, or if otherwise required by applicable law or regulation related to money laundering and similar activities, Wealthfront Brokerage may undertake appropriate actions to ensure compliance with applicable law or regulation, including, but not limited to, freezing or forcing a withdrawal of your cash or assets from Wealthfront Advisers and Wealthfront Brokerage. Customer further understands and agrees that Customer's access to products and services may be restricted while in certain foreign countries or territories, in accordance with AML Laws.

vi. You acknowledge that Wealthfront Advisers or Wealthfront Brokerage may require further documentation verifying your identity or the identity of the beneficial owners, if any, and the source of funds used to make payment or deposit to Wealthfront Advisers or Wealthfront Brokerage. You hereby agree to provide such documentation as may be requested by Wealthfront Advisers or Wealthfront Brokerage. Furthermore, you acknowledge and agree that Wealthfront Advisers or Wealthfront Brokerage may release confidential information regarding you and, if applicable, any of your beneficial owners, to government authorities if Wealthfront Advisers or Wealthfront Brokerage, in their sole discretion, determines after consultation with counsel that releasing such information is in the best interest of Wealthfront Advisers or Wealthfront Brokerage.

vii. Any instruction or order given for your Account will be treated as being from you and fully authorized by you. You agree that Wealthfront Brokerage shall be entitled (but not required) to act upon any oral instructions given by you so long as Wealthfront Brokerage reasonably believes such instruction was actually given by you. You instruct and authorize Wealthfront Brokerage to rely on such instruction or order without further inquiry, and agree that Wealthfront Brokerage will not be liable for doing so. You agree not to allow any person access to your Account, your Account username or password, or permit any other person to give orders or instructions on your Account to Wealthfront Brokerage, without the prior consent of Wealthfront Brokerage. If any other person has access to your Account, your Account username or password, that is solely at your own risk. You acknowledge and accept full responsibility for the content and accuracy of all authorized instructions placed on your Account(s), and for all results and consequences of these instructions, including all investment decisions, trading orders, tax consequences, transfer requests, and instructions placed by you or any other person you authorize. You acknowledge that Wealthfront Brokerage does not permit customers to open or manage Accounts on behalf of third parties, except where you are acting in a legally authorized capacity (such as a trustee of a properly established trust, a joint account holder, or an authorized representative of an entity with proper documentation).

23.4 No Plan Assets

As the effective date of this Brokerage Agreement and at all times during the term of this Brokerage Agreement, none of the Account's assets are or will be assets of "employee benefit plans" within the meaning of the Federal Employee Retirement Income Security Act of 1974, as amended.

24.1 Trust Accounts and Custodial Accounts

The Account is available to individual account holders only. Trust accounts, custodial accounts, and entity accounts are not available at this time. Notwithstanding the foregoing, if Wealthfront Brokerage opens any such account type in the future, the terms and conditions of this Brokerage Agreement shall apply as if references to "you" or "Customer refer to the account holder(s).

24.2 Joint Accounts

The Account is available to individual account holders only. Joint accounts are not available at this time. Notwithstanding the foregoing, if Wealthfront Brokerage opens any such account type in the future, the terms and conditions of this Brokerage Agreement shall apply as if references to "you" or "Customer refer to the account holder(s).

If Customer is eligible to enter into this Brokerage Agreement to establish a Joint Account with another Joint Account Holder, and Customer does so enter into this Brokerage Agreement to establish a Joint Account, Customer understands and agrees that the representations, warranties and agreements made herein are made on behalf of Customer and the other Joint Account Holder, and the terms and conditions of this Section 24 shall apply.

Customer represents and warrants on behalf of themselves and the other Joint Account Holder that (a) each Joint Account Holder is a customer of Wealthfront Brokerage pursuant hereto; and (b) each Joint Account Holder has the full authority to act individually on behalf of the Joint Account without notice to, or approval from, the other Joint Account Holder.

Customer understands and agrees on behalf of Customer and the other Joint Account Holder that for the duration of the Joint Account (a) only the Primary Joint Account Holder (as defined below) will be sent tax documents for the Joint Account; (b) primary ownership of the Joint Account cannot be changed once the Joint Account has been established; (c) each Joint Account Holder will have access to certain personal and financial information of the other Joint Account Holder; (d) each Joint Account Holder may deposit to, make withdrawals or transfers from, or issue stop payment orders with respect to, the Joint Account without notice to, or consent from, the other Joint Account Holder; (e) each Joint Account Holder may change or edit certain Joint Account investment inputs and selections (e.g., reinvestment decisions) at any time without notice to, or consent from, the other Joint Account Holder; (f) Wealthfront Advisers and Wealthfront Brokerage are entitled to rely upon and accept instructions from either Joint Account Holder; (g) when receiving instructions from a Joint Account Holder, Wealthfront Advisers and Wealthfront Brokerage shall not be required, and will not be expected, to seek confirmation of instructions from the other Joint Account Holder nor shall Wealthfront Advisers or Wealthfront Brokerage be responsible for determining the purpose or propriety of any instruction received from a Joint Account Holder as against the other Joint Account Holder; (h) notice provided to either Joint Account Holder will be deemed to be notice to all Joint Account Holders and Wealthfront Brokerage may deliver Securities or other property to any one of the Joint Account Holders; (i) each Joint Account Holder is, and shall be, jointly and severally liable for the obligations, acts and omissions of the other Joint Account Holder; (j) the Joint Account will be treated as owned by the Joint Account Holders as joint tenants with rights of survivorship; and (k) that in the case of death of any of the Joint Account Holders, interest in the entire Account shall vest in the surviving Joint Account Holder under the same terms and conditions of this

Brokerage Agreement and following such a death, the surviving Joint Account Holder shall promptly provide Wealthfront Brokerage with written notice thereof and any documentation reasonably requested by Wealthfront Brokerage in its administration of the Account;. and (l) any action (and inaction), instruction, request, selection, input, approval, and other conduct taken or provided by a Joint Account Holder arising under or related to this Agreement or the Joint Account shall be binding on the other Joint Account Holder.

A Joint Account may be closed by any Joint Account Holder. However, a Joint Account Holder may not remove the other Joint Account Holder from a Joint Account without a written agreement signed by both of the Joint Account Holders. If a Joint Account Holder makes adverse claims or demands concerning the Joint Account, Wealthfront Brokerage may, in its sole discretion, refuse to recognize such claims or refuse to take action until the rights of all interested parties have been resolved to our satisfaction and we are provided a copy of an agreement signed by both Joint Account Holders.

In connection with any Joint Account, Customer agrees to release Wealthfront Brokerage from all liability in connection with any instructions or payments we receive from the other Joint Account Holder. In addition, Customer as well as their successors, assigns, heirs and personal representatives agrees to indemnify and hold harmless Wealthfront Brokerage, Wealthfront Advisers and their affiliates, their agents, and their respective successors and assigns from any and all loss, damage or liability arising out of claims (i) related to actions or instructions given by a Joint Account Holder, (ii) arising from any dispute between the Joint Account Holders regarding changes to management of the Joint Account that are implemented at the direction of one, but not both, Joint Account Holders and/or (iii) incurred because any representation or warranty contained herein or in any other applicable ancillary document, is, at any time, not true and correct.

Customer acknowledges and agrees that each Joint Account Holder is required to establish its own individual login privileges to the Joint Account. In the event that individual login privileges are not established for each Joint Account Holder, Customer acknowledges and agrees that Wealthfront Brokerage may convert, and Customer may be required to transfer assets from, the Joint Account to an individual (i.e., single-person) Account in the name of the Joint Account Holder who first established the Joint Account ("the Primary Joint Account Holder") and any Joint Account Holder who failed to establish individual login privileges as of such time will have no right, title or interest in or to the individual Account so established. Customer agrees that neither Wealthfront Brokerage nor Wealthfront Advisers shall be liable in any way to the Joint Account Holders with regard to any tax or other consequences that may result from such Joint Account conversion or termination. Customer acknowledges and agrees that for any proxy voting matters in Joint Accounts where Wealthfront Advisers' voting authority has been opted out, Wealthfront may, in its sole discretion, accept opt out and voting instructions from the Primary Joint Account Holder and act upon such instructions without notice to or consent from the other Joint Account Holder. Wealthfront may establish and modify procedures for proxy voting in Joint Accounts as it deems appropriate.

25. Notices

All notices and communications under this Agreement must be made through the Site or by email. Wealthfront Brokerage's contact information for this purpose is support@wealthfront.com, and your contact information for this purpose is contained in your user account on the Site and the primary email address(es) in your Account application as you shall update from time to time.

26. Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California applicable to contracts made and to be performed within the State of California as applied to contracts between California residents to be entered into and performed by California residents entirely within the State of California.

27. Severability and Amendment

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions hereof. You acknowledge that Wealthfront Brokerage may amend this Brokerage Agreement from time to time by notifying you by email or message to your Account, which amendment will be effective immediately.

28. Waiver or Modification.

Wealthfront Brokerage's waiver or modification of any condition or obligation hereunder shall not be construed as a waiver or modification of any other condition or obligation, nor shall Wealthfront Brokerage's waiver or modification granted on one occasion be construed as applying to any other occasion.

29. Entire Agreement

This Brokerage Agreement, together with the Self-Directed Advisory Agreement, is the entire agreement of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements and understandings (including without limitation any and all preexisting account agreements, which are hereby canceled). However, the parties may choose to enter into separate agreements between them regarding different subject matters or investment programs.

30. No Third-Party Beneficiaries

Except with respect to Wealthfront Advisers' rights pursuant to the Self-Directed Advisory Agreement, neither party intends for this Agreement to benefit any third-party (other than Wealthfront Advisers) not expressly named in this Agreement.

31. Termination and Survival

This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided by you to Wealthfront Brokerage through the Site and by Wealthfront Brokerage to you through the primary email address in your application as you shall update from time to time. Wealthfront Brokerage may terminate this Agreement without prior notice to Customer, including but not limited to situations where Wealthfront Brokerage reasonably determines that Customer's Account is being used to perpetrate fraud, facilitate unlawful activity, violate applicable laws or regulations or otherwise presents a material risk to Wealthfront Advisers, Wealthfront Brokerage LLC, or their affiliates. You may withdraw all or part of the Account(s) by notifying Wealthfront Brokerage at any time, however certain partial withdrawals may result in termination of this Agreement. Customer's withdrawal of all of the Accounts under this Agreement will terminate this Agreement. Upon termination of this Agreement, Sections 12, 21, 22, 23, 25 through 31, 33, and 33 shall survive such termination. Customer understands and agrees that Wealthfront Advisers may determine to liquidate immediately all holdings in the Account.

32. Market Data Not Guaranteed

You expressly agree that any market data or online reports are provided to you without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness of a particular purpose or non-infringement. You acknowledge that the information contained in any reports provided by Wealthfront Brokerage is obtained from sources believed to be reliable but is not guaranteed as to its accuracy of completeness. Such information could include technical or other inaccuracies, errors or omissions. In no event shall Wealthfront Brokerage or any of Wealthfront Brokerage's affiliates be liable to you or any third-party for the accuracy, timeliness, or completeness of any information made available to you or for any decision made or taken by you in reliance upon such information. In no event shall Wealthfront Brokerage or Wealthfront Brokerage's affiliated entities be liable for any special incidental, indirect or consequential damages whatsoever, including, without limitation, those resulting from loss of use, data or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by Wealthfront Brokerage or with the delay or inability to use such reports.

You agree that market data is not investment advice nor is it a recommendation. We are not responsible for, and you agree not to hold us liable for, lost profits, trading losses, or other damages resulting from inaccurate defective or unavailable market data.

33 Nonprofessional Subscriber Representations

You represent and warrant on a continuing basis that you qualify as a "Nonprofessional Subscriber." "Nonprofessional Subscriber" means any natural person who receives market data solely for your personal, non-business use and who is not a "Securities Professional." A "Securities Professional" includes an individual who, if working in the United States, is: (a) registered or qualified in any capacity with the Securities and Exchange Commission, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association, or self-regulatory body; (b) engaged as an "investment adviser" as that term is defined in Section 202(a)(11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act); or (c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require that individual to be so registered or qualified.

You represent and warrant that you use market data solely for your personal, non-business use; you are not currently registered or qualified with the Securities and Exchange Commission, the Commodities Futures Trading Commission, any securities agency, any securities exchange, association or regulatory body, or any commodities or futures contract market, association or regulatory body, in the United States or elsewhere; and you do not perform any functions that are similar to those that require an individual to register or qualify with any such authority, exchange, association, or regulatory body.

You will notify and update Wealthfront Brokerage promptly in writing of any change in your circumstances that may cause you to cease to qualify as a Nonprofessional Subscriber. You acknowledge that Wealthfront Brokerage has provided you with an Account and with market data in reliance on your representations and warranties as to your status.

34. Cash Sweep Program

34.1 Consent

We transfer or "sweep," as applicable, uninvested cash in your Account to: (a) the Money Market Fund Option and/or (b) our Cash Account (where such uninvested cash is subsequently swept into the Cash Sweep Program as further described in the Cash Sweep Program Disclosure Statement) (each, a "Cash Sweep Program Option" and, collectively, the "Cash Sweep Program Options"). We reserve the right to change both Cash Sweep Program Options available and the general terms and conditions of the Cash Sweep Program. Except as otherwise noted in the Cash Sweep Program Disclosure Statement, which may be updated from time to time, Wealthfront Brokerage may, with 30-days prior notice to you, change, add or remove products available through, or the terms and conditions of, the Cash Sweep Program. Further, we may, upon 30-days prior notice to you, change the Cash Sweep Program Option in which you participate from one option to the other. Your continued use of your Account following such change to the Cash Sweep Program shall constitute your consent to any such change.

By entering into this Brokerage Agreement, you affirmatively consent and authorize Wealthfront Brokerage to transfer or "sweep," as applicable, any uninvested cash in your Account into (i) the Money Market Fund Option in accordance with your instructions, or (ii) your Cash Account and subsequently into the Cash Sweep Program. You further consent that notifications and disclosure concerning changes to the Cash Sweep Program will be made through updates to the Cash Sweep Program Disclosure Statement and/or the Brokerage Agreement. For more information regarding the Cash Sweep Program, please refer to the Cash Sweep Program Disclosure Statement.

34.2 The Money Market Fund Option

The Money Market Fund Option may vary based on the type(s) of Account(s) you hold. For your Account(s), the money market fund that is available is the RBC U.S. Government Money Market Fund (ticker: TIMXX) (the "RBC Fund"). For your Cash Account(s), the money market fund that is available is the Wealthfront Treasury Money Market Fund (ticker: WLTXX) (the "Wealthfront Fund").

Acknowledgements. You acknowledge and agree that: Investments in the RBC Fund and the Wealthfront Fund are subject to restrictions described in each of the respective fund's prospectus. For more complete information about the RBC Fund or the Wealthfront Fund, including charges and expenses, please read the applicable fund's prospectus carefully. An investment in the RBC Fund or the Wealthfront Fund is neither insured nor guaranteed by the FDIC or any other government agency. Although investments in the RBC Fund and the Wealthfront Fund provide a means of earning a return on cash, there can be no assurance that the RBC Fund or the

Wealthfront Fund will be able to maintain a stable net asset value of $1.00 per share. In the event that the Wealthfront Fund and/or RBC Fund is no longer able to maintain the net asset value of its shares at $1.00, then you authorize and instruct Wealthfront Brokerage, without further notice to you, to redeem all of your shares in the Wealthfront Fund or the RBC Fund as soon as commercially practicable and deposit the proceeds in your Account.

Accounts. You acknowledge and agree that, to the extent you have any available cash in your Account(s) that has not been swept into the Cash Account, such cash will be transferred into the RBC Fund pending the investment of the cash or until otherwise needed to satisfy obligations arising in connection with your Account(s). Such swept cash will be automatically invested in the RBC Fund. Proceeds from the sale of Securities will be swept into the RBC Fund following settlement if the Securities sold have been received in good deliverable form by the settlement date. The proceeds of any checks, wires or Automated Clearing House ("ACH") transactions that you deposit to your Account(s) will be swept to the RBC Fund by Wealthfront Brokerage and will be eligible to earn dividends on the following Business Day, or within 1 to 3 Business Days under certain circumstances. Access to such funds may be withheld for up to six Business Days to assure that such deposits have not been returned unpaid. You authorize Wealthfront Brokerage to automatically redeem balances maintained in the RBC Fund to satisfy your obligations. You authorize Wealthfront Brokerage to act as your agent to purchase and redeem balances in the RBC Fund, and further authorize Wealthfront Brokerage to select and use agents as deemed appropriate.

Cash Accounts. For cash that is swept into your Cash Account and subsequently into the Cash Sweep Program, you can make orders to purchase or redeem shares of the Wealthfront Fund. As such, you acknowledge and agree that all purchase and redemption requests must be made through Wealthfront Brokerage as part of the Cash Sweep Program, and cannot be made directly with the Wealthfront Fund or through any other broker, dealer, or financial intermediary. If you wish to purchase or redeem shares of the Wealthfront Fund, you must initiate the purchase or redemption through your Cash Account. To facilitate purchases and redemptions of the Wealthfront Fund as part of the Cash Sweep Program, Wealthfront Brokerage has established a relationship with UMB Bank. You acknowledge and agree that if you choose to opt out of UMB Bank's inclusion as an active and eligible Participating Bank for your deposits, you will not be able to invest in the Wealthfront Fund and must select an alternative Cash Sweep Program Option, as detailed in this Brokerage Agreement and in the Cash Sweep Program Disclosure Statement. Generally, Wealthfront Brokerage will seek to facilitate your orders the following Business Day after receipt of such order; however, you acknowledge and agree that depending on certain cutoff times, it may take longer for your order to be completed and that Wealthfront Brokerage will not be liable for any losses, costs or expenses arising out of or relating to such delay. Please refer to the Cash Sweep Program Disclosure Statement for more information about the Wealthfront Fund, its offering as a product within the Cash Sweep Program, and SIPC coverage.

You acknowledge and agree that Wealthfront Strategies LLC ("Wealthfront Strategies"), an affiliated registered investment adviser of Wealthfront Brokerage, acts as the investment adviser to the Wealthfront Fund and is paid an annual management fee of 0.25% of the Wealthfront Fund's average daily net assets, which presents a conflict of interest in that any investment you make in the Wealthfront Fund will result in additional compensation for Wealthfront Strategies, which may be shared with other Wealthfront entities. For more information, please refer to the Wealthfront Fund's prospectus.

34.3 Cash Sweep Program (only available to Cash Accounts)

You agree that your available cash in your Account(s) will be swept to the Cash Account and subsequently swept into the Cash Sweep Program where such funds, if applicable, will be swept into a FDIC-insured interest-bearing account at one or more Participating Banks, which generally occurs the following Business Day (not including bank holidays or days on which the New York Stock Exchange is closed, such as Good Friday) after receipt of such cash; however, you acknowledge and agree that it may take longer for your cash balances to be transferred to one or more Participating Banks and that Wealthfront Brokerage will not be liable for any losses, costs or expenses arising out of or relating to such delay. The Cash Sweep Program offers you access to choose: (i) the Participating Bank Sweep Option, where deposits are eligible for FDIC pass-through insurance, subject to certain conditions being satisfied and/or (ii) the Wealthfront Fund, where interests held are eligible for SIPC coverage. Please see the "Cash Accounts" provision in Section 34.2 above for more details about this product offering.

Participating Banks may be added or removed from our Cash Sweep Program and a full list of current Participating Banks is available at https://www.wealthfront.com/cash-account-participant-banks (the "Participating Banks List"). Please review the Participating Banks List carefully and periodically as it is subject to change. Generally, Wealthfront Brokerage seeks to update our Participating Bank List upon 30-days prior notice of any changes; however, you acknowledge and agree that under limited circumstances, such prior notice may not be possible. If you opt out of one or more Participating Banks, the amount of total FDIC pass-through insurance that your Program Deposit (as defined in the Cash Sweep Program Disclosure Statement) is eligible for may decrease.

Wealthfront Brokerage is not responsible for monitoring the total amount and insurable capacity of deposits you have at each Participating Bank to determine whether it exceeds the total limit of available FDIC insurance. You are responsible for monitoring your total deposits at each Participating Bank, including those deposits held at Participating Banks outside of the Cash Sweep Program, to determine the extent of total FDIC insurance that is available.

Neither Wealthfront Brokerage nor any of its affiliates are a bank, and the Cash Account itself is not a deposit account. Available cash in your Cash Account(s) will be swept in accordance with predetermined factors to FDIC-insured interest-bearing accounts at Participating Banks where, subject to the satisfaction of certain conditions, it is eligible for FDIC pass-through insurance. Please refer to the Cash Sweep Program Disclosure Statement for more information about the Cash Sweep Program, the list of Participating Banks and how the Participating Bank Sweep Option works.

35. Rule 14b-1(c)

You acknowledge that Rule 14b-1(c) of the Securities Exchange Act, unless you object, requires Wealthfront Brokerage to disclose to an issuer, upon its request, the names, addresses, and

Securities positions of your customers who are beneficial owners of the issuer's Securities held by us in nominee name.

The issuer would be permitted to use your name and other related information for corporation communication only. If you wish to object, you agree to send an email to support@wealthfront.com with "Rule 14b-1(c) objection" in the subject.

ESIGN Consent to Use Electronic Records, Disclosures and Signatures

In this ESIGN Consent to Use Electronic Records, Disclosures and Signatures ("Consent"), please remember that "you" and "your" refer to the person who is establishing an account, as well as any future accounts, with us, and "we", "us" and "our" refer to Wealthfront Advisers LLC ("Wealthfront Advisers", the successor investment adviser to Wealthfront Inc.) and Wealthfront Brokerage LLC (“Wealthfront Brokerage” and formerly known as Wealthfront Brokerage Corporation) as the case may be (collectively, the “Company”). “Communications” means each disclosure, notice, agreement, fee schedule, statement, record, document, and other information we provide to you, or that you sign or submit or agree to at our request.

By opening an account with us (each an “Account” or a Wealthfront Account) and then accessing your Account, you are consenting to the following terms:

1. Your consent to use and delivery of electronic records and disclosures.

In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be delivered to you in electronic form (“Electronic Records”). You specifically agree to the electronic delivery (i.e. the receipt and/or obtaining) of Electronic Records and Disclosures from the Company. The term "Electronic Records" includes, but is not limited to, any and all current and future notices and/or disclosures, prospectuses, statement of additional information, annual and semi-annual reports that various federal and/or state laws or regulations require that the Company provides to you, as well as such other documents, statements, data, records and any other communications regarding your relationship to the Company. You acknowledge that, for your records, you are able to retain the Company’s Electronic Communications by printing and/or downloading and saving this Consent and any other agreements and Electronic Communications, documents, or records that you agree to using your ESignature (as defined below). You accept Electronic Communications provided via your account with the Company as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep.

The following are examples of Electronic Records and Disclosures covered by your Consent:

- Advisory Client Agreement with Wealthfront Advisers LLC and all amendments, notices and other agreements that supplement the Advisory Client Agreement (the “Advisory Client Agreement”);
- Customer Brokerage and Custody Agreement with Wealthfront Brokerage LLC and all amendments, notices and other agreements that supplement the Customer Brokerage and Custody Agreement (the “Customer Brokerage and Custody Agreement”);
- Any other agreements pertaining to future accounts that you may establish with Wealthfront Advisers and/or Wealthfront Brokerage and all amendments, notices and other agreements that supplement those agreements;
- Wealthfront Advisers’ Form ADV Part 2 (including Wealthfront Program Brochure), Notice of Privacy Policy, Terms of Use and other required and permitted legal disclosures; and

- Statements and reports, including without limitation account statements, fee calculation statements, transactions histories, trade confirmations, tax forms, reports and/or performance reports, prospectuses, statement of additional information, annual and semi-annual reports of mutual funds and exchange traded funds (ETFs).

2. Your acknowledgement and consent to Electronic Signature.

You agree that your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide the Company with instructions, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E- Signature"), acceptance and agreement as if actually signed by you in writing. You acknowledge you are signing this Consent, the Advisory Client Agreement and the Customer Brokerage and Custody Agreement with an E-Signature. You agree your E-Signature is the legal equivalent of your manual signature on this Consent, the Advisory Client Agreement and the Customer Brokerage and Custody Agreement. You consent to be legally bound by this Consent's terms and conditions. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and the Company. You represent that you are authorized to execute this Consent, the Advisory Client Agreement and the Customer Brokerage and Custody Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Consent, the Advisory Client Agreement and the Customer Brokerage and Custody Agreement.

3. Paper versions of Electronic Communications.

You may obtain a paper copy of the Electronic Records, at any time by notifying us via support@wealthfront.com. We will not charge you a fee for the paper copy.

4. Revocation of electronic delivery.

This Consent will apply on an ongoing basis unless you withdraw this Consent. You have the right to withdraw the Consent to Electronic Records and the use of your E-Signature at any time. You acknowledge that we reserve the right to restrict or terminate your access to Wealthfront Advisers, including without limitation the Wealthfront Advisers' website ("Site") and its mobile application ("App"), if you withdraw Consent to Electronic Records and E-Signatures. If you wish to withdraw your Consent, contact us at support@wealthfront.com.

5. Hardware, software and operating system.

To receive the Electronic Records, you will need a computer or mobile device with a compatible operating system and web browser, and connection to the Internet, and you will need access to a printer or the ability to download information in trading instruction to keep copies for your records. The currently compatible operating systems and web browsers are identified at https://www.wealthfront.com/system-requirements. Changes, if any, to these system hardware and software requirements will be updated on the Site or in the App. You must periodically refer to the Site or the App for current system requirements. By establishing and then accessing an Account, you are indicating that you have the capability to access the agreements and other information, including the disclosures, and download or print copies for your records. You are responsible for installation, maintenance, and operation of your computer, mobile device, browser and software. The Company is not responsible for errors or failures from any malfunction of your computer, browser or software. The Company is also not responsible for computer viruses or related problems associated with use of an online system. The currently compatible computer and mobile device operating systems and web browsers are identified at https://www.wealthfront.com/system-requirements.

The following are the minimum hardware, software and operating system requirements necessary to use Wealthfront. and receive Electronic Communications:

- a Current Version of an Internet browser we support,
- a connection to the Internet,
- a Current Version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), and
- a computer or mobile device and an operating system capable of supporting all of the above. You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

You must also have an active email address.

By "Current Version," we mean a version of the software that is currently being supported by its publisher.

It is recommended that you print a copy of this Agreement for future reference.

Wealthfront Privacy Policy

Policy Effective Date: August 19, 2026

Your Privacy Matters

Wealthfront's number one priority is your trust. Your privacy is essential to earning and keeping that trust. This tenet drives all of the decisions we make, as well as how we gather, use and store any information we acquire from you.

We created this Privacy Policy to be as clear and direct as possible about how we gather and use your non-public personal information and other types of personal information ("Personal Information") and to assist you in exercising your privacy rights.

Introduction

Wealthfront Corporation and/or its affiliates ("Wealthfront", "we", "us" and/or "our") currently offer a cash product, financial planning software and portfolio management services, home lending, and may offer additional products and services in the future (collectively, the "Services"), through Wealthfront's website, www.wealthfront.com ("Site") and our mobile applications ("App"). This Privacy Policy describes how Wealthfront treats your Personal Information when you use our Site, App and/or Services. This Privacy Policy is jointly issued by Wealthfront Corporation, Wealthfront Advisers LLC, Wealthfront Brokerage LLC, Wealthfront Home Lending, LLC and Wealthfront Software LLC. Each entity is committed to upholding the privacy practices outlined herein, ensuring the protection and responsible handling of your Personal Information across all our services.

For the purpose of this Privacy Policy, a "User" is a party who creates an account on our Site or App only to use our free financial planning software and/or to understand or evaluate our Services; and a "Client" is a party (including a User) who signs one of our Client Agreements for any reason, including to open a Cash Account or engage in portfolio management or home lending services.

Our Privacy Policy, Website Terms of Use, Financial Planning Terms of Use, Home Lending Terms of Use, and Client Agreements, govern different aspects of your use of our Site, App, and Services. Additionally, within this Privacy Policy, we include separate notices to address specific regulatory and geographical requirements.

If you have a Wealthfront account or have begun the registration process, please refer to Wealthfront's Financial Privacy Notice for detailed information on how we handle information we collect from consumers or Clients that is covered by the federal Gramm-Leach-Bliley Act or related state financial privacy laws ("***Financial Privacy-Covered Data***").

Financial Privacy-Covered Data: As part of our financial products and services, we collect certain Personal Information including, but not limited to, your Social Security number, income, birth date, citizenship, marital status, self-portrait photographs (which may constitute biometric information under applicable law), government-issued identification documents, investable assets, financial planning information about your household, investment objectives, investment experience, investment risk tolerance, approximate net worth, tax information, employment information, stock restrictions, account information from your linked outside financial institutions, financial account and routing numbers, financial account log-in credentials, and security questions associated with your linked accounts. This data is handled in accordance with the federal Gramm-Leach-Bliley Act, which requires financial institutions to protect consumers' private information, along with applicable state financial privacy laws. We will never rent, sell, or trade your Personal Information to anyone. For information on how we use this data, see the section "How We Use Information" below.

For information related to Financial Privacy-Covered Data, please see Wealthfront's Financial Privacy Notice below.

Information Collection

The categories of information we collect from Users differs from what we collect from those who qualify as Clients. Examples of instances when we collect Personal Information include:

- when you answer questions on the Site or in the App to determine what kind of portfolio we might recommend if you were to become a Client,
- when you register to open an account either as a User or a Client,
- when you contact our client service organization with questions, or
- when you agree to enter one of our Client Agreements.

Information We Collect from Users and Clients

We collect Personal Information from Users and Clients, including but not limited to:

- name, e-mail address, telephone number, zip code, Internet Protocol address, birth date;
- investable assets, income information, and other financial planning information about your household; and
- account numbers, routing numbers, and login credentials for the financial accounts you choose to link to our Services, any challenge and/or security questions associated with those linked accounts, and any information contained in those linked accounts. (Note: The section labeled "Information We Collect When Acting As Your Authorized Agent" provides additional details regarding how we use and protect this information.)

Additional Information We Collect from Clients Only

In addition to the information described above, Clients provide us additional Personal Information, including but not limited to:

- your full legal name, contact information, birth date, Social Security Number, citizenship, and marital status;
- the full legal name, birth date, and Social Security Number of any beneficiaries that Clients choose to list;
- for purposes of identity verification, government-issued identification documents and self-portrait photographs ("selfie"); and
- investment objectives, approximate net worth, tax information, and other information required by federal and industry laws and regulations, such as employment information and stock restrictions (see our Client Agreements).

You are not required to provide these items to us to become a User, but Users who choose not to provide these items to us will not be able to become Clients.

Information We Collect When Acting As Your Authorized Agent

Many of Wealthfront's Users and Clients choose to input information from accounts at outside third-party financial institutions onto their Wealthfront dashboard on our Site or in our App. Although there is no requirement to do so, if you choose to enable Wealthfront to collect information from your outside accounts, Wealthfront retrieves your outside account information maintained by your outside financial institutions ("Outside Account Information") as described in this section.

By linking your outside accounts to your Wealthfront account, you provide Wealthfront access to your Outside Account Information, which may include prior and current account balances, your transaction history, and holdings from your linked outside financial institutions. Portions of this Outside Account Information will be displayed on your Wealthfront dashboard. Wealthfront may use the Outside Account Information we receive to formulate your financial projections in Path, to move money between your linked outside financial institutions and Wealthfront in accordance with your instructions and authorizations (such as via our Automated Savings Plan), in connection with our fraud prevention activities, or for other purposes consistent with this Privacy Policy and the Services we provide to you. Wealthfront may also use aggregated Outside Account Information from our Users and Clients for purposes of deciding which products and services to offer in the future.

By choosing to use our Services to aggregate and analyze your Outside Account Information, you expressly authorize and direct Wealthfront, on your behalf, to access all Outside Account Information available via the login credentials you provide. You also authorize and direct Wealthfront periodically to refresh your retrieved Outside Account Information by re-accessing your linked third-party accounts using your login credentials for so long as the ACH link remains active. Wealthfront uses third-party service providers for the collection, use, storage, and handling of data in connection with our account aggregation services and for purposes of verifying the outside accounts. Wealthfront does not store the login credentials for your linked third-party accounts after the credentials have been transmitted to the applicable service provider, but we may store your login names in encrypted form for purposes of fraud detection and prevention. Wealthfront's account aggregation service providers are responsible for storing your credentials, collecting and processing your Outside Account Information, and providing it to us using the login credentials you supply. The specific service provider Wealthfront uses for these purposes varies based on the third-party financial institution where your linked account is held. If you link an account with a third-party financial institution for which linking is provided via Envestnet | Yodlee ("Yodlee"), you consent to Yodlee processing your Outside Account Information and login credentials in accordance with our Privacy Policy and, if applicable, Yodlee's FastLink Terms of Service. You can view Yodlee's FastLink Terms of Service here and Yodlee's privacy notice here. If you link an account with a third-party financial institution for which linking is provided via Plaid Inc. ("Plaid"), you will be required to agree to Linking Service Terms that specifically reference Plaid, and you consent to Plaid processing your Outside Account Information and login credentials in accordance with Plaid's privacy policy, which you can view here. Any Outside Account Information that Wealthfront receives from our linking service providers is in read-only format, and Wealthfront cannot alter the Outside Account Information maintained by your third-party institution. All transmissions of your Outside Account Information and your login credentials between our service providers and Wealthfront are encrypted in transit. Wealthfront retains your Outside Account Information collected via this account-linking service in accordance with our regulatory recordkeeping requirements, as permitted by law, as described elsewhere in this Privacy Policy, and as required in connection with the maintenance of your account and the Services we provide to you.

Users may request deletion of their Outside Account Information in accordance with the "Retention and Deletion" section below. Wealthfront does not share your Outside Account Information with unaffiliated third parties except in limited cases relating to fraud investigations, as required by law, or otherwise described in this Privacy Policy. In such fraud investigations, we may share certain of your Outside Account Information with your linked third-party institution. We also reserve the right to share Outside Account Information with third parties as required by law. If you choose to remove or deactivate a link to an account with a third-party institution, we will not retrieve any new Outside Account Information for that account unless you re-link that account in the future.

Information We Collect via the Referral Program

Wealthfront manages referral programs that allow Clients to receive a benefit in exchange for referring an individual who becomes a Client. Participation in any of our referral programs is free and voluntary for our Clients. By participating, a Client is asked to provide to Wealthfront the name and e-mail address of each person to whom Client refers Wealthfront's Services. We treat this information like all other Personal Information described in this Privacy Policy.

Information Regarding Children

Due to the nature of our business, only adults may use our Services, Site and App. Under certain circumstances, we may collect Personal Information about minors from adult account holders who designate the minors as beneficiaries. In addition, custodians of accounts may provide certain Personal Information about minors during account opening; the custodian account does not transfer to the minor until they reach the age of majority. In all instances, we do not have actual knowledge of collecting Personal Information directly from minors.

If you are under the age of 18, please do not submit any Personal Information to Wealthfront. If you are a parent or guardian who becomes aware that your child under the age of 18 has directly provided us with Personal Information, you should contact us at support@wealthfront.com, and we will delete such information from our files to the extent permitted by regulatory requirements.

Other Ways We Collect Information

Other means by which we collect Personal Information include the following:

1. **Automatic Data Collection**. When you use our Services, we may collect your Internet protocol ("IP") address; cookie identifiers; mobile carrier, mobile advertising and other unique identifiers; details about your browser, operating system or device; location information; Internet service provider information; pages that you visit before, during and after using the Services; information about the links you click; and other information about how you use the Services. Information we collect may be associated with accounts and other devices.

2. **Anonymized or Aggregated Information.** Wealthfront's Site and App record certain anonymized or aggregated information about your use or evaluation of our Services. Anonymized or aggregated information is used for a variety of purposes, including the measurement of Users' and Clients' interest in and use of various portions or features of the Site and App. Anonymized or aggregated information is not Personal Information, and we may use such information in a number of ways, including for internal analysis and research. We may share this information with third parties for our purposes in an anonymized or aggregated form that is designed to prevent anyone from identifying you.

3. **Cookies and Pixels.** Similar to other consumer internet services, Wealthfront uses cookies, a small piece of computer code that enables our Web servers to identify Users and Clients, each time an individual initiates a session on our Site. A cookie is set in order to identify you and tailor the Site to you. Cookies do not store any of the Personal Information that you provided to us; they are simply identifiers. You may delete cookie files from your hard drive at any time through your browser settings. However, cookies may be necessary to provide access to much of the content and many of the features of the Site.

4. **Pixel Tags.** Along with cookies, we may use "pixel tags," also known as "web beacons," which are small graphic files that allow us to monitor the use of our Site. A pixel tag can collect information such as the IP address of the computer that downloaded the page on which the tag appears; the URL of the page on which the pixel tag appears; the time the page containing the pixel tag was viewed; the type of browser that fetched the pixel tag; and the identification number of any cookie on the computer previously placed by that server.

5. **Site and App Activity.** Wealthfront may also use third-party tracking technology, such as Google Analytics, to record your activity on our Site and App.

6. **"Do Not Track" Technology.** We do not collect Personal Information about your online activities over time and across different websites or online services. Therefore, our Site does not respond to Do Not Track ("DNT") signals. We do not knowingly authorize third parties to collect Personal Information about your online activities over time and across different websites or online services.

7. **Surveys**. We may contact you to participate in surveys. If you decide to participate, you may be asked to provide certain information which may include Personal Information.

How We Use Information

No Renting, Selling, or Trading

We will **never** rent, sell, or trade your Personal Information to anyone. Ever.

User Personal Information

We utilize the Personal Information of our Users for a variety of business purposes, such as to help our Users evaluate our Services, offer new products and services, enhance our Services, and for research and internal analysis.

Client Personal Information

Wealthfront stores, processes, and maintains Personal Information of our Clients for a variety of business reasons such as to provide client support, analyze and improve our Services, offer new products and services, and provide our Services to Clients in accordance with the rules of regulatory authorities. As part of our ongoing product development and service delivery, Wealthfront may also use a subset of Client Personal Information to train, develop, test, deploy, improve, and evaluate AI-powered features and tools ("AI Features"). AI Features may be made available to Wealthfront employees and to Clients, including through limited testing programs and broader product releases. Outputs generated by AI Features are provided for informational purposes only and do not constitute investment advice, investment research, or recommendations to buy, sell, or hold any security or asset. Wealthfront makes no representation that outputs generated by AI Features are accurate, complete, or suitable for any particular purpose.

Identity Verification for Clients

We may use third-party vendors for identity verification. These vendors analyze whether the Client's "selfie" matches the government-issued identity document. The information collected from Client photographs may constitute biometric information in some jurisdictions. Where required by law, we will seek consent from you prior to any such collection. We require our third-party vendors who support identity verification to agree to destroy any potential biometric data that is created or gathered for purposes of verifying your identity no more than ninety (90) days after its collection.

Cross-Device Tracking

Your browsing activity may be tracked across different websites and different devices or apps. For example, we may attempt to match your browsing activity on your mobile device with your browsing activity on your computer. To do this, we may analyze your browsing patterns, geo-location and device identifiers to match the information of the browser and devices that appear to be used by the same person.

Social Media and Links to Other Websites and Applications

This Privacy Policy and these terms apply only to Wealthfront-operated Services and applications. Please note that our Site and Apps may for your convenience contain links to other websites, applications, social media accounts, and information that are not operated by Wealthfront. Wealthfront does not control these linked third-party websites or their privacy practices, which may differ from those set out in this Privacy Policy. Any Personal Information you choose to provide to linked third parties is not covered by this Privacy Policy. We encourage you to review the privacy policy of each company or website before submitting any Personal Information. Some third parties may choose to share their users' Personal Information with us; that sharing is governed by that company's privacy policy, not this Privacy Policy.

Mobile Computing

Wealthfront provides websites and online resources that are specifically designed to be compatible for use with mobile computing devices. Mobile versions of our Site are governed by the provisions hereunder related to the Site and may require that you log in with an account. In such cases, information about the use of each mobile version of the website may be associated with your accounts. In addition, we may enable individuals to download tools, such as an application, widget or other tool, that can be used on mobile or other computing devices. Some of these tools may store information on mobile or other devices. These tools may transmit Personal Information to Wealthfront to enable you to access your account information and to enable us to track the use of these tools. Some of these tools may enable users to e-mail reports and other information from the tool. We may use Personal Information or non-identifiable information transmitted to us to enhance these tools, to develop new tools, for quality improvement, and as otherwise described in this Privacy Policy or in other notices we provide.

Promotional Activity

We may run sweepstakes and contests. The contact information you provide may be used to reach you about the sweepstakes or contest and for other Wealthfront promotional or marketing purposes. In some jurisdictions, we are required to publicly share some winner information.

Information Sharing and Onward Transfer

We will not share or disclose your Personal Information (whether you are a current or former User or Client) to any unaffiliated third parties except:

1. **To Protect Ourselves or Others.** We may share your Personal Information as required by law, such as when we reasonably believe it is necessary or appropriate to investigate, prevent, or take action regarding illegal activities, suspected fraud, front-running or scalping, situations involving potential threats to the personal safety of any person if we believe doing so is required or appropriate to: comply with law enforcement or national security requests and legal process, such as a court order or subpoena; to protect your, our or others' rights, property, or safety; enforce our policies or contracts; or collect amounts owed to us.

2. **Affiliates.** Wealthfront may share your Personal Information among affiliated Wealthfront entities (including entities under direct or indirect common ownership or control) in connection with the provision of Services to Clients and Users.

3. **Service Providers.** There are certain circumstances in which we may share your Personal Information with unaffiliated third-party service providers, including to perform certain business and technology-related functions and to support the provision of the Services. We may share your Personal Information with unaffiliated third-party service providers for the provision of certain services, including but not limited to the following: mailing information; trade settlement and clearing; data processing and storage; payment processing; identification verification and fraud detection; customer support; and marketing. You understand and agree that our third-party identity verification and fraud detection service providers may use your Personal Information, including your name, address, date of birth, and mobile phone number, to help us verify your identity. These service providers are required to protect your information and use it only for the purposes for which it was disclosed. We do not share Personal Information with any third parties for their own marketing purposes.

4. **Business Partners.** We may provide Personal Information to business partners with whom we jointly offer products or services. For example, we may share the information required to

become a Client with our brokerage partner(s) solely to allow our brokerage partner(s) to provide and facilitate the provision of Services to our Clients.

5. **Disclosure in the Event of Merger, Sale, or Other Asset Transfers.** If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, purchase or sale of assets, or transition of service to another provider, then your Personal Information may be transferred as part of such a transaction, as permitted by law and/or contract.

6. **At Your Direction.** We may share your Personal Information with third-party apps, services, or data recipients when you direct or authorize us to do so, such as when you connect your Wealthfront account to a supported third-party app. These recipients are not Wealthfront service providers and are not subject to Wealthfront's privacy commitments; once your information is shared, the recipient's use of that information is governed by the recipient's own terms and privacy policy. Revoking access stops future sharing but does not affect the information recipients already hold.

Your Choices and Opting Out

General

You have choices regarding the use and disclosure of your Personal Information, as set out in this Privacy Policy. If you have directed us to share your account information with a supported third-party app, you can review and revoke that app's access at any time in your Wealthfront account settings. Revocation applies on a going-forward basis and does not affect information the recipient already holds,, which remains governed by the recipient's own terms and privacy policy.

You may decline to provide Personal Information to Wealthfront. Declining to provide Personal Information may disqualify you from using Wealthfront Services, the Site, the App, and other features that require certain Personal Information.

Opting Out - Obtaining and Withdrawing Consent

Where you have consented to Wealthfront's use of your Personal Information, you may withdraw that consent at any time by contacting us by email or physical mail via the contacts indicated under the "Questions and Contacting Us" section below. Clients and Users cannot opt out of providing Wealthfront Personal Information and continue to use the Services. Even if you opt out, we may still collect and use non-personal information regarding your activities on our Services and for other legal and regulatory purposes as described above. In addition to withdrawing consent by contacting us, Clients and Users must close their account(s) in order to opt out of further providing Wealthfront with Personal Information.

Before we use Personal Information for any new purpose we will provide information regarding the new purpose.

Email and Telephone Communications

Wealthfront may use your Personal Information to communicate with you regarding our Services or to tell you about blog posts or Services that we believe will be of interest to you. If you decide at any time that you no longer wish to receive marketing communications from us, please follow the "unsubscribe" instructions provided in the communications or contact us at support@wealthfront.com. Please note that you cannot opt out of administrative communications such as regulatory, billing, or service notifications, or updates to our Terms or this Privacy Policy.

We process requests to be placed on do-not-mail, do-not-phone, and do-not-contact lists as required by applicable law.

Mobile Devices

We may send you push notifications through our mobile application. You may at any time opt out of receiving these types of communications by changing the settings on your mobile device. We may also collect location-based information if you use our mobile applications. You may opt-out of this collection by changing the settings on your mobile device.

Accessing Your Personal Information

Users or Clients may contact us at support@wealthfront.com to request information about how to access your Personal Information.

- Wealthfront provides all Clients with continuous access to their Personal Information via the Site which contains information about account status, securities positions, and balances.

- Clients can access or amend their Personal Information at any time by signing in to their Wealthfront account via our Site or App.

- Your requests will be processed consistent with existing laws, including without undue delay and in accordance with any required time frames. Although Wealthfront makes good faith efforts to provide individuals with access to their Personal Information, there may be circumstances in which we are unable to provide access, including but not limited to: where the information is protected from disclosure by certain privileges and protections, where doing so would compromise others' privacy or other legitimate rights, where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy in the case in question, or where it is commercially proprietary. If we determine that access should be restricted in any particular instance, we will endeavor to provide you with an explanation of why that determination has been made within one month of the request, a contact point for any further inquiries, and any other legally-required information. To protect your privacy, we will take commercially reasonable steps to verify your identity before granting access or making any changes to your Personal Information.

Retention and Deletion

Wealthfront retains the Personal Information we receive as described in this Privacy Policy for as long as you use our Site, App, or Services, or as necessary to fulfill the purpose(s) for which it was collected, to provide our Services, resolve disputes, establish legal defenses, conduct audits, pursue legitimate business purposes, enforce our agreements, or as otherwise required to comply with contracts and comply with all applicable laws.

Due to regulatory recordkeeping obligations, we may retain information related to you and your account, as well as any data related to your trades, in accordance with applicable laws. In no case will we share any individual trading data unless required by regulators or other government bodies, to support processing of settlement of your transactions, or in accordance with applicable laws.

User Deletion Requests. If you are a User (as defined in the Introduction of this Privacy Policy) you may request deletion of Personal Information by contacting support@wealthfront.com and providing sufficient information to identify your account and prove that you are the owner of the identified account or an authorized representative. Please note, if you utilize a third-party data deletion request company to make these requests, you must personally provide us with separate written authorization before we will process your request.

Client Deletion Requests. In connection with separate regulatory recordkeeping obligations imposed on Wealthfront, we generally must maintain and cannot delete Personal Information associated with our Clients.

Other Important Information

Security

Wealthfront takes reasonable steps, endeavoring to use appropriate technical or organizational measures, to protect your Personal Information from loss, misuse, unauthorized access, alteration, disclosure, or destruction. However, no Internet, email, or electronic operating system that enables the transmission of data is ever fully secure or error-free; therefore, we cannot ensure or warrant the security of any information you transmit to us.

International Transfers

In certain cases, Wealthfront may transfer Personal Information internationally. We handle any Personal Information transferred internationally in accordance with this Privacy Policy and take measures to protect that information.

Federal Privacy Laws

Please be aware that certain federal privacy laws govern the collection and record keeping of nonpublic Personal Information collected by Wealthfront, and state privacy laws may be inapplicable in certain situations related to such Personal Information.

Notice to California Residents

To the extent not covered by the federal privacy regulations noted above, California residents may have the following rights with respect to data collected by Wealthfront.

California law permits Users and Clients who are residents of California to request and obtain from us once a year, free of charge, a list of the third-parties to whom we have disclosed their Personal Information (if any) for those third-parties' direct marketing purposes in the prior calendar year, as well as the type of Personal Information disclosed to those parties. Please note that this disclosure requirement only applies if we share Personal Information with third parties for those third parties to directly market their own products to those consumers, and Wealthfront does not share Personal Information with third parties for those third parties to directly market their own products to Users or Clients.

Under the California Consumer Privacy Act (CCPA) Users who are California residents may request and obtain from us twice a year, free of charge, information related to Personal Information we have collected in the 12 months preceding the request.

As noted above in the “Retention and Deletion” section, Users may also request the deletion of Personal Information Wealthfront has collected. Because of separate collection and record keeping requirements imposed on Wealthfront, deletion requests by those who qualify as Clients generally cannot be accommodated.

Home Lending

Certain information in this Privacy Policy will be supplemented by the following information if you are a User or Client of Wealthfront Home Lending, LLC. If any of the terms in this section conflict with other terms of this Privacy Policy, the terms of this section will prevail.

- You will become a “Client” of Wealthfront Home Lending, LLC for purposes of this Privacy Policy and other relevant documents, including, but not limited to, the Terms of Use (Home Lending), when you begin your first application for a home loan with us.
- Information Collected. We will collect information from and about you when you provide information to Wealthfront Home Lending, LLC for a pre-approval, home loan application, to complete your loan file, and on an ongoing basis as a borrower.
- Additional Information we Collect From Clients. In addition to the information listed, Clients of Wealthfront Home Lending, LLC may also collect the following information: (i) information you provide on your application(s) or other forms; (ii) information you provide over the phone, during in-person meetings, and through online communications; (iii) your credit history; (iv) your banking, investment, and other financial statements and details; (v) your employment history; (vi) your prior transaction information such as payment histories, account balances and activity; and (vii) information received from consumer reporting agencies such as, but not limited to, credit score, credit reports, and other information related to creditworthiness.
- Information Regarding Children: While we do not typically collect information related to minors, there may be unique instances in which an emancipated minor becomes a User or Client of Wealthfront Home Lending, LLC. In these instances Wealthfront Home Lending, LLC will collect specific information from you to confirm your emancipated status. We will provide you with additional information at that time related to your rights and obligations.
- Information Sharing and Onward Transfer. We may share the information of Clients of Wealthfront Home Lending, LLC with additional third parties as necessary to complete the home loan application, credit review, underwriting, closing, post-closing, and to enable servicing of your loan. You understand and agree that our home lending related third-party service providers may use your Personal Information, including your name, social security number, financial information, credit information, work history, address, date of birth, mobile phone number, and other information, to help us verify and/or assess your identity, creditworthiness, and home loan application.

- Automated Document Processing. We may use automated tools, including large language models, to parse, extract, and ingest certain information that you provide as part of your loan application process with Wealthfront Home Lending, but will not use such technologies to make a credit decision on your application. We may use these tools to complete certain calculations related to your prequalification inquiry, provided such calculations are subject to human review. We may use data from the automated document processing for internal improvements but will not allow any external vendors that provide sub-processing to retain or learn from any of your data, which will remain subject to this Privacy Policy at all times.

Changes to this Privacy Policy

We may update this Privacy Policy from time to time as we deem necessary at our sole discretion. If there are material changes to this Privacy Policy, we will notify you as required by applicable law.

Wealthfront encourages you to review this Privacy Policy periodically to be informed regarding how we are using and protecting your information and to be aware of any policy changes. Your continued relationship with Wealthfront after the posting or notice of any amended Privacy Policy shall constitute your agreement to be bound by any such changes. Any changes to this Privacy Policy will take effect immediately after being posted or otherwise provided to you by us. Each version of this Privacy Policy will be identified on this page by its effective date.

This document constitutes Wealthfront's complete Privacy Policy for Wealthfront and its affiliates and the Services, Site and App.

Financial Privacy Notice

FACTS	WHAT DOES WEALTHFRONT CORPORATION, WEALTHFRONT ADVISERS, LLC, WEALTHFRONT BROKERAGE LLC, WEALTHFRONT HOME LENDING, LLC AND WEALTHFRONT SOFTWARE LLC DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number (including for listed beneficiaries) and income • Contact information and identifiers, such as name, email address, telephone number, zip code, birth date, citizenship, marital status, and self-portrait photographs • Government-issued identification documents • Internet protocol address • Investable assets • Financial planning information about your household

	• Investment objectives, experience and risk tolerance • Approximate net worth • Tax information and other information required by federal and industry laws and regulations, such as employment information and stock restrictions • Account balances, transaction history, and holdings from your linked outside financial institutions • Account and routing numbers and login credentials for the financial accounts you choose to link to our services, any challenge and/or security questions associated with those linked accounts, and any information contained in those linked accounts
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Wealthfront Corporation and its wholly-owned subsidiaries, Wealthfront Advisers, LLC, Wealthfront Brokerage LLC, Wealthfront Home Lending, LLC, and Wealthfront Software LLC (collectively, "Wealthfront") choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Wealthfront share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share.
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For **non-affiliates** to market to you	No	We don't share.

To limit our sharing	• Email us at support@wealthfront.com or Contact us at: https://www.wealthfront.com/contact-us Please note: If you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	• Email us at support@wealthfront.com or Contact us at: https://www.wealthfront.com/contact-us

Who we are	
Who is providing this notice:	Wealthfront • Wealthfront Corporation • Wealthfront Advisers, LLC • Wealthfront Brokerage LLC • Wealthfront Home Lending, LLC • Wealthfront Software LLC
What we do	
How does Wealthfront protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We use security measures that comply with federal law to safeguard your Personal Information. These measures include data encryption, limited access to sensitive information, and contracts with third parties to ensure confidentiality.
How does Wealthfront collect my **Personal Information**?	We collect your Personal Information, for example, when you • Register to open an account either as a (1) user of our free financial planning software and/or to understand or evaluate our services ("User") or (2) client who signs one of our Client Agreements for any reason, including to open a cash account, engage in portfolio management services, or apply for a home loan ("Client")

	• Answer questions on our website or in the application to determine what kind of portfolio we might recommend if you were to become a Client • Contact our client service organization with questions • Seek financial advice • Seek advice about your investments • Enter into an investment advisory contract • Answer questions on our website or in the application for the purpose of home lending approval or qualification • Give us your employment information • Give us your income information • Provide account information • Give us your contact information • Show your government-issued ID • Tell us about your investment or retirement portfolio or earnings • We also collect your Personal Information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only · sharing for affiliates' (including those under direct or indirect common ownership or control) everyday business purposes – information about your creditworthiness · affiliates from using your information to market to you · sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See Other Important Information below for more details.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by direct or indirect common ownership or control. They can be financial and nonfinancial companies. Our affiliates include companies under direct or indirect common ownership or control with Wealthfront, as

	well as those that share common branding, including Wealthfront Corporation.
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Non-affiliates we share with can include service providers, banking partners, other financial institutions, data processors, and identity verification services. Wealthfront does not share with non-affiliates so they can market to you.
Joint marketing	A formal agreement between non affiliated financial companies that together market financial products or services to you. Wealthfront does not jointly market.

Other Important Information
For Vermont Members/Customers. We will not disclose information about your creditworthiness to our affiliates (including entities under direct or indirect common ownership or control) and will not disclose your personal information, financial information, credit report, or health information to non-affiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. For California Residents. We will not disclose your personal information to non-affiliated third parties, other than as permitted by California law, unless you authorize us to make those disclosures. Please review our Notice to California Residents at www.wealthfront.com/legal/privacy. Identity Verification for Clients We may use third-party vendors for identity verification. These vendors analyze whether the Client's "selfie" matches the government-issued identity document. The information collected from Client photographs may constitute biometric information in some jurisdictions. Where required by law, we will seek consent from you prior to any such collection. We require our third-party vendors who support identity verification to agree to destroy any potential biometric data that is created or gathered for purposes of verifying your identity no more than ninety (90) days after its collection. Other

You may find additional information regarding Wealthfront's personal information handling practices and other rights you may be entitled to, including under the Notice to California Residents, at www.wealthfront.com/legal/privacy.

Questions and Contacting Us

If after reviewing this Privacy Policy, you would like to submit a request to exercise your rights as detailed in this Privacy Policy or have any questions or privacy concerns, please contact us by email at support@wealthfront.com or via physical mail at:

Wealthfront Corporation
261 Hamilton Avenue
Palo Alto, CA 94301

Wealthfront Home Lending, LLC
90 New Montgomery Street, Suite 1450
San Francisco, CA 94105

Wealthfront Brokerage LLC Disclosures

Wealthfront Brokerage LLC Business Continuity Plan Disclosure

Wealthfront Brokerage LLC (“Wealthfront Brokerage” and formerly known as Wealthfront Brokerage Corporation) has developed a Business Continuity Plan on how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information about our Business Continuity Plan.

Contacting Us – If after a significant business disruption you cannot contact us as you usually do at (844) 995-8437.

Our Business Continuity Plan – We plan to recover quickly and resume business operations after a significant business disruption and respond by safeguarding our employees and property, making a financial and operational assessment, protecting Wealthfront Brokerage’s books and records, and allowing our clients to transact business. In short, our business continuity plan is designed to permit Wealthfront Brokerage to resume operations as quickly as possible, to the extent possible given the scope and severity of the significant business disruption.

Our Business Continuity Plan addresses: data backup and recovery; all mission critical systems; financial and operational assessments; alternative communications with clients, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our clients prompt access to their funds and securities if we are unable to continue our business.

Wealthfront Brokerage backs up its important records in a geographically separate area. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, its our objective to restore operations and be able to complete existing transactions and accept new transactions and payments within 4-12 hours. Your trading instructions and requests for funds and securities could be delayed during this period.

Varying Disruptions – Significant business disruptions can vary in their scope in that they may affect just Wealthfront Brokerage, or a single building housing Wealthfront Brokerage, or the business district where Wealthfront Brokerage is located, or the city where Wealthfront Brokerage is located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only Wealthfront Brokerage or the building housing Wealthfront Brokerage, we will transfer our operations to a local site if necessary and expect to recover and resume business within 2-3 hours. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and plan to recover and resume business within 1-2 days. In either situation, we plan to continue in business, and notify you through our client emergency number, (650) 249-4258, which is how you will be able to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our clients prompt access to their funds and securities.

Important Disclaimers - Wealthfront Brokerage will adhere to the procedures set forth in its Business Continuity Plan and described in this disclosure to the extent commercially reasonable and practicable under prevailing circumstances. However, there are innumerable potential causes of a business disruption. In addition, disruptions (and the events that caused them) may vary significantly in nature, size, scope, severity, duration and geographic location and will result in distinct degrees of harm to human life; firm assets; the national banking system, securities exchanges, clearing houses and depositories with which Wealthfront Brokerage conducts business; and local, regional and national systems infrastructure (e.g., telecommunications, Internet connectivity, power generation and transportation) that could affect Wealthfront Brokerage's recovery in vastly disparate ways. In recognition of this, Wealthfront Brokerage reserves the right to flexibly respond to particular emergencies and business disruptions in a situation-specific manner that it deems prudent under the circumstances, in its sole discretion. Nothing in this document is intended to provide a guarantee or warranty regarding the actions or performance of its computer systems, or its personnel in the event of a significant disruption.

Wealthfront Brokerage may modify its Business Continuity Plan and this disclosure at any time. Should you wish to receive a copy of an updated disclosure by mail or by email, please contact Wealthfront Brokerage.

Important Information You Need to Know about Opening a New Account

To help the government fight money laundering activities and the funding of terrorism, federal law requires financial institutions to obtain, verify and record information that identifies each person who opens an account.

This notice answers some questions about Wealthfront Brokerage's Client Identification Program.

What types of information will you need to provide?

When you open an account, Wealthfront Brokerage is required to collect the following information:

- Name
- Date of Birth
- Address
- Identification Number:
    - U.S. Citizen: taxpayer identification number (Social Security number or employer identification number)
    - Non-U.S. citizen: taxpayer identification number; passport number and country of issuance; alien identification card number; or government-issued identification showing nationality, residence and a photograph of you.

You may also need to show your driver's license or other identifying documents.

A corporation, partnership, trust or other legal entity may need to provide other information, such as its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement or a trust agreement and information regarding its direct and indirect beneficial owners.

U.S. Department of the Treasury, Securities and Exchange Commission and FINRA rules already require you to provide most of this information. These rules also may require you to provide additional information, such as your net worth, annual income, occupation, employment information, investment experience and objectives and risk tolerance.

What happens if you don't provide the information requested or your identity can't be verified?

Wealthfront Brokerage may not be able to open an account or carry out transactions for you. If we have already opened an account for you, we may have to close it.

Notice Regarding Phishing Scams

Due to the increasing risk of identity theft, Wealthfront Brokerage is providing you with this notice regarding phishing scams. Phishing is a fraudulent activity in which one attempts to obtain sensitive information by masquerading as a trustworthy institution. These attempts are typically carried out by an email containing a link to what appears to be an authentic website. These counterfeit sites prompt you to enter your personal information, which the thieves can then use to access your accounts. Note that Wealthfront Brokerage will NEVER send an email requesting sensitive information such as your password. If you receive a suspicious email request purporting to be from Wealthfront Brokerage, DO NOT RESPOND and notify us immediately by calling (844) 995-8437.

Payment for Trading Instruction Flow

Wealthfront Brokerage routes your trades to one or more broker/dealers for trade execution. These broker/dealers may make markets in the securities that are traded. Wealthfront Brokerage does not receive any compensation for routing orders to such broker/dealers. Wealthfront Brokerage regularly reviews trade routing decisions to ensure your orders meet best execution standards.

Wealthfront Advisers LLC

Client Advisory Agreement Applicable to Brokerage Accounts

Revision date: September 16, 2026

You ("Client") and Wealthfront Advisers LLC, a Delaware limited liability company and an SEC-registered investment adviser ("Wealthfront Advisers"), agree to enter into an investment advisory relationship (the "Agreement"). This relationship is entered into in connection with establishing one or more self-directed brokerage account(s) established and owned by Client at Wealthfront Brokerage LLC (the firm, "Wealthfront Brokerage" and each account, a "Client Account" or "Account"). This Agreement is solely available to lawful residents of the United States and its territories. This Agreement is effective as of the first day an Account is opened in connection with this Agreement and is ready to receive instructions from Wealthfront Advisers (the "Effective Date"), which will provide services in a limited capacity as described herein. **If you previously entered into an investment advisory agreement with Wealthfront Advisers with respect to Wealthfront's Stock Investing Program, you understand that by executing this Agreement, you hereby terminate such investment advisory agreement with immediate effect and that your Stock Investing Program account will be converted into an Account governed by the terms of this Agreement and the brokerage agreement you enter into with Wealthfront Brokerage with respect to your Account.**

In consideration of the mutual covenants herein, Client and Wealthfront Advisers agree as follows:

1. Services

Client appoints Wealthfront Advisers to act as an investment adviser for one or more Account(s) for the limited purpose described in this Agreement. In this capacity, Wealthfront Advisers will vote proxies for Securities (as defined below) held in Client Accounts. For the avoidance of doubt, Wealthfront Advisers will not act as an investment adviser for Accounts with respect to any activities other than proxy voting, including but not limited to the review and evaluation of Client's investment objectives and risk tolerance, an analysis of the suitability of potential investments in the Account in light of such investment objectives and risk tolerance, and consideration and recommendation of eligible assets for the Account. Client acknowledges and agrees that it is not relying on Wealthfront Advisers for investment advice or recommendations under this Agreement and that Client has made, and will make, its own independent determinations, including through its own professional advisers, as it deems appropriate.

If you affirmatively notify Wealthfront Advisers that you will vote Securities in your Account, you acknowledge and agree that Wealthfront Advisers will not enter into an advisory agreement with you or, if an advisory agreement is then in effect, Wealthfront Advisers may terminate such advisory agreement with immediate effect upon your election to vote proxies unilaterally and without advice from Wealthfront Advisers.

In the Account, Client may purchase or sell eligible assets and securities, including but not limited to stocks, exchange-traded funds ("ETFs"), mutual funds (including without limitation money market mutual funds), and/or similarly traded instruments that are regulated as securities and not as commodities (collectively “Securities”). Client understands and agrees that Wealthfront Advisers shall have no discretion over Securities in the Account. Client further understands and agrees that Wealthfront Advisers shall not provide investment advice with respect to Securities.

Wealthfront Advisers shall not have any duty or obligation to take any action on behalf of Client in, or in connection with, any legal proceedings, including bankruptcies or class actions, involving Securities held in, or formerly held in, the Account, or involving the issuers of such Securities. Notwithstanding anything in this Agreement to the contrary, Wealthfront Advisers shall have no authority hereunder to take or have possession of any assets in the Account or to direct delivery of any Securities or payment of any funds held in the Account to itself or to direct any disposition of such Securities or funds, except to Client, as directed by Client, pursuant to valid legal authority, or as provided in Section 6 (entitled “Fees and Compensation”).

2. Representations and Warranties.

(a) Client represents and warrants to Wealthfront Advisers and agrees with Wealthfront Advisers as follows:

i. Client has the requisite legal capacity, authority, and power to execute, deliver and perform his or her obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by Client and is the legal, valid, and binding agreement of Client, enforceable against Client in accordance with its terms. Client’s execution of this Agreement and the performance of his or her obligations hereunder do not conflict with or violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise. If the Client is an entity, the individual trustee, agent, representative or nominee (the “Client Representative”) executing this Agreement on behalf of Client has the requisite legal capacity, authority, and power to execute, deliver and perform such execution and the obligations under this Agreement as applicable. Specifically, if the Client is a corporation, limited liability company, partnership, or other legal entity that is not an individual, the Client Representative entering into this Agreement on such Client’s behalf has been authorized to execute this Agreement by an appropriate corporate member or manager, partnership, or similar action. If this Agreement is entered into by a trustee or fiduciary, the trustee or fiduciary has authority to enter into this Agreement on behalf of the Client. The Client has the power and authority to enter into this Agreement, and the services described herein are authorized under the Client’s applicable articles, certificate, charter, operating agreement, partnership agreement, plan document, trust or organizational, delegation or formation documents or law. Upon Wealthfront Advisers’ request, Client will deliver to Wealthfront Advisers evidence of Client’s and Client Representative’s authority. Client will promptly notify Wealthfront Advisers of any change in such authority, including but not limited to an amendment to Client’s organizational, delegation or formation documents that changes the information Client provided to Wealthfront Advisers at the time Client opened the Account. Client Representative has the authority to act on behalf of the Account, and Wealthfront Advisers is entitled to rely upon and may accept such instructions from the Client Representative. Client and Client Representative acknowledge that the manner in which such instructions are provided may be limited, for example, where only one Client Representative has log-in privileges to the Account, and that Wealthfront Advisers shall not be required or expected to seek confirmation of instructions from any other Client Representatives.

ii. For Entity Clients: If Client Representative is entering into this Agreement, Client and Client Representative understand and agree that the representations, warranties, and agreements made herein are made by Client both: (a) with respect to Client; and (b) with respect to the Client Representative.

iii. Client is and shall be the owner or co-owner of all cash and Securities in the Account, and there are no restrictions on the pledge, hypothecation, transfer, sale or public distribution of such cash or Securities.

iv. Client understands that in certain circumstances Wealthfront Advisers and Wealthfront Brokerage may not be able to effect transactions as requested by Client.

v. Client has provided and will continue to provide Wealthfront Advisers with complete, current, and accurate information about Client's identity, background, net worth, investing timeframe, other risk considerations, any Securities from which Client may be or become legally restricted from buying or selling and will promptly update that information as Client's circumstances change.

vi. Client understands and agrees that it will be Client's responsibility to read all information provided by Wealthfront Advisers related to Client's Account, including all information available to Client on the Site and in the App. Client further agrees that Wealthfront Advisers will only transmit such information to Client via the App and/or the Site and has no obligation to deliver any information to Client in another manner, for example, via telephone or in an in-person meeting. Client agrees that it is Client's obligation to monitor all communications available from Wealthfront Advisers via email, on the Site, and in the App.

vii. Client also understands that Client must have access to a verifiable, United States-based mobile phone capable of receiving SMS text message communications and capturing images in order to create and maintain an Account. Client will provide a mobile phone number that is registered to Client and will promptly notify Wealthfront Advisers if such phone number changes. Client consents to receive SMS text messages to Client's mobile phone number for purposes of communications regarding Client's Account, such as security alerts and verification, multi-factor authentication, and Account maintenance. Client acknowledges that messaging frequency will vary and message and data rates may apply from Client's mobile carrier. Client acknowledges that Wealthfront

Advisers may require liveliness checks or still “selfie” images taken on their mobile phone may be required for identity verification purposes.

viii. Client acknowledges that the Wealthfront Advisers and Wealthfront Brokerage are subject to certain anti-money laundering (“AML”) and related provisions under applicable laws, rules, and regulations and are otherwise prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities and individuals, including without limitation, specially designated nationals, specially designated narcotics traffickers, and other parties subject to United States government or United Nations sanctions and embargo programs (collectively “AML Laws”). Accordingly, Client hereby represents and warrants the following and shall promptly notify Wealthfront Advisers if any of the following ceases to be true and accurate: (a) to the best of the Client’s knowledge based upon appropriate diligence and investigation, none of the cash, eligible assets, or property that the Client has delivered or will deliver or has paid or will pay to Wealthfront Advisers, any of its affiliates or its clearing broker has been or shall be derived from or related to any activity that is deemed criminal under, or otherwise contrary to, United States law, nor will any of the Client’s deliveries to the Account or payments to Wealthfront Advisers directly or indirectly contravene United States federal, state, international or other laws or regulations, including without limitation any AML Laws and (b) no contribution or payment by, or on behalf of, Client to Wealthfront Advisers shall cause Wealthfront Advisers or Wealthfront Brokerage to be in violation of any AML Laws. Client understands and agrees that if at any time it is discovered that any of the representations in this Section 2(a)(viii) are untrue or inaccurate, or if it suspects that such is the case, or if otherwise required by applicable law or regulation related to money laundering and similar activities, Wealthfront Advisers may undertake appropriate actions to ensure compliance with applicable law or regulation, including, but not limited to, freezing or forcing a withdrawal of the Client’s cash or assets from Wealthfront Advisers and notifying regulatory authorities, including without limitation, through filing of one or more suspicious activity reports. Client further understands and agrees that Client’s access to products and services may be restricted while in certain foreign countries or territories, in accordance with AML Laws and policies of Wealthfront Brokerage, its clearing broker, and Wealthfront Advisers.

ix. Client acknowledges that Wealthfront Advisers or Wealthfront Brokerage may require further documentation verifying Client’s identity or the identity of the Client’s beneficial owners, if any, and the source of funds used to make deliveries to the Account or payment to Wealthfront Advisers. Client hereby agrees to provide such documentation as may be requested by Wealthfront Advisers. Furthermore, Client acknowledges and agrees that Wealthfront Advisers and Wealthfront Brokerage may release confidential information regarding Client and, if applicable, any of Client’s beneficial owners, to government authorities, if Wealthfront Advisers, in its sole discretion, determines that releasing such information is permitted or required by applicable law or industry regulation.

x. If Client specifically provides a photograph of Client's likeness and/or other personal identifying information to Wealthfront Advisers for the purpose of public display, then Client hereby grants permission to Wealthfront Advisers to use the provided photograph of Client's likeness, Client's name and/or other personal information, in a commercially reasonable manner on its website www.wealthfront.com (the "Site") or its related mobile application (the "App"), on any related and/or affiliated sites, and in marketing materials now and in the future, until such time as this Agreement is terminated by either party. Client waives any and all rights to compensation as a result of such use of Client's explicitly provided photograph of Client's likeness, Client's name and/or other information.

xi. Client understands and acknowledges that Wealthfront Advisers can only take instructions from Client and cannot accept instructions provided by any third-party pursuant to a power-of-attorney document or any other document.

xii. Client agrees to use Wealthfront Advisers solely for Client's personal, non-commercial use, and not in connection with any professional corporate use including, but not limited to, competitive analysis (as determined by Wealthfront Advisers). Client acknowledges that Wealthfront Advisers does not permit clients to open or manage Accounts on behalf of third parties, except where Client is acting in a legally authorized capacity (such as a trustee of a properly established trust, a joint account holder, or an authorized representative of an entity with proper documentation).

xiii. Client acknowledges and agrees that the Account is subject to the laws and regulations of various governmental and self-regulatory organizations, which at times may require Wealthfront Advisers and its affiliates to take action with respect to the Account, including, but not limited to, suspending, restricting, or terminating transactions and transfers.

(b) Client understands and agrees that (A) neither Wealthfront Brokerage nor Wealthfront Advisers guarantees the performance of the Account, guarantees a profit, or protects against losses, including loss in principal value; (B) the Account is not insured against loss of income or principal; (C) there are significant risks associated with investing in Securities, including, but not limited to, the risk that the Account could suffer substantial diminution in value; (D) the past performance of any benchmark, market index, ETF, or other Security does not indicate its future performance; (E) Wealthfront Advisers will provide only the specific services described in this Agreement and will not otherwise review or control such Account; and (F) there are significant risks associated with any investment program and with exposure to the securities markets and other eligible assets markets.

i. Client understands and agrees that Client has not engaged Wealthfront Advisers to provide any individual financial planning services, regardless of whether Client is an entity or a natural person nor has Client engaged Wealthfront Advisers to provide investment advice.

3. Custody

Client has appointed Wealthfront Brokerage, through its clearing broker, as its broker and custodian for the Account pursuant to a separate "Self-Directed Brokerage and Custody Agreement." Wealthfront Advisers shall not be liable to Client for any act, conduct or omission by Wealthfront Brokerage and/or the clearing broker in their capacity as broker or custodian. At no time will Wealthfront Advisers accept, maintain possession, or have custodial responsibility for Client's assets or Securities. Client assets and Securities will be delivered to the Account exclusively by Wealthfront Brokerage and its clearing broker and consistent with their delivery and settlement instructions.

4. Confidentiality

Except as required by law or requested by regulatory authorities, (a) Wealthfront Advisers agrees to maintain in strict confidence all of Client's non-public personal and financial information that Client furnishes to Wealthfront Advisers, except for information that Client explicitly agrees to share publicly, and (b) Client agrees to maintain in strict confidence all non-public information that Client acquires from Wealthfront Advisers in connection with the Account. Client agrees that Client shall not use confidential information Client receives from Wealthfront Advisers for any purpose other than managing the Account, including, but not limited to, developing a service that competes with the Site or Wealthfront Advisers' services. Client acknowledges receipt of and consents to Wealthfront Advisers' Privacy Policy available at www.wealthfront.com/legal/privacy. Client understands, acknowledges, and agrees that Client can opt-out of certain portions of the Wealthfront Advisers Privacy Policy at any time; however, if the Client does opt out, Wealthfront Advisers may choose to terminate this Agreement and all related Accounts. Notwithstanding any provisions in this Agreement to the contrary, Wealthfront Advisers may share Client's non-public personal and financial information with affiliates of Wealthfront Advisers in connection with providing and/or enhancing the services provided to Client.

5. Companion Cash Account

An active Wealthfront Brokerage Cash Account ("Cash Account") is required to maintain an Account. Upon opening an Account, Clients who do not have an active Cash Account must complete all steps required to open a separate Cash Account.

Client must maintain Client's separate Cash Account for so long as Client holds an Account at Wealthfront. If Client does not satisfactorily complete all steps required to open a Cash Account, or if for any reason Client's separate Cash Account is terminated, Client's Account may also be subject to termination, in the sole discretion of Wealthfront, and in accordance with the provisions of Section 11 of this Agreement.

6. Fees and Compensation

(a) Wealthfront Advisers earns an annual advisory fee for the proxy voting services provided to Client under this Agreement (the "Advisory Fee"). Client does not pay the Advisory Fee from the Account. It is instead paid by Wealthfront Brokerage to Wealthfront Advisers from interest Wealthfront Brokerage earns from Client's separate Cash Account. The amount that Wealthfront Brokerage earns from the Cash Account does not increase when Client opens an Account. Client pays no additional amount, either to Wealthfront Brokerage or Wealthfront Advisers, as a result of maintaining the Account.

(b) For Client's Account, the Advisory Fee will be paid via Wealthfront Brokerage's Cash Sweep Program, which is described in the "Cash Sweep Program Disclosure" available at: https://www.wealthfront.com/static/documents/cash_sweep_program_disclosure.pdf. As part of the Cash Sweep Program, cash contributed to or received in Client's separate Cash Account will automatically be swept into an FDIC-insured interest-bearing deposit account and become Client's "Program Deposit." Client will earn interest on the Program Deposit at a rate determined by Wealthfront Brokerage. A portion of the interest earned on the Program Deposit will be paid to Wealthfront Brokerage. For Clients with an Account, a percentage of that portion paid to Wealthfront Brokerage will be deducted and paid to Wealthfront Advisers as the Advisory Fee for Client's Account. Client expressly consents to periodic scanning of the Client's Account to identify any uninvested cash, and to automatically sweep such funds to the Cash Account.

(c) The amount or percentage Wealthfront Brokerage pays to Wealthfront Advisers as the Advisory Fee will be specified on the Client's Account page on the Site and the App. Wealthfront Advisers will promptly notify Client of any increase or decrease in the Advisory Fee. An increase in the Advisory Fee will be effective for the Account starting in the next month that begins at least 30 days after Wealthfront Advisers sends or posts such notice. A reduction in the Advisory Fee will be effective for the Account starting in the next month following its reduction. If Client closes the Account, withdraws the entire balance of the Account, or otherwise terminates this Agreement on any date other than the last business day of the month, Wealthfront Advisers will continue to collect the Advisory Fee as described herein through the effective date of such withdrawal or termination. Thereafter, Wealthfront Advisers will cease to receive any portion of the interest earned on Client's Program Deposit.

(d) If, for any reason, Wealthfront Advisers closes and liquidates all the positions held in the Account, Client will receive the proceeds of the liquidated portion, and this Agreement shall terminate.

(e) Wealthfront Advisers reserves the right, in its sole and absolute discretion, to reduce or waive the Advisory Fee for certain Client Accounts for any period of time determined by Wealthfront Advisers. In addition, Client agrees that Wealthfront

Advisers may waive its fees for the Accounts of clients other than Client, without notice to Client and without waiving its fees for Client. In exercise of its sole and absolute discretion Wealthfront Advisers may amend or terminate any reduction or waiver of the Advisory Fee.

7. Valuation

The assets in the Account will be valued by Wealthfront Brokerage.

8. Responsibility for Expenses

Wealthfront Advisers earns an Advisory Fee as provided in Section 6. Wealthfront Brokerage may charge Clients additional fees or expenses for optional brokerage services or products, such as wire payment processing. Client shall be responsible for tax withholding on the Account.

9. Indemnification

To the extent permitted under applicable law, Client (and in addition, for entity Accounts, Client Representative) indemnifies and holds harmless Wealthfront Advisers, its affiliates and their directors, managers, members, officers, shareholders, employees and any person controlled by or controlling Wealthfront Advisers (the Indemnified Persons) against any and all losses, expenses, damages, liabilities, charges, and claims of any kind or nature whatsoever (including without limitation any legal expenses and costs and expenses relating to investigating or defending any demands, charges and claims) (collectively, "Losses") incurred by virtue of acting on instructions of Client with respect to any Accounts, except to the extent that such Losses are actual losses of the Client proven with reasonable certainty and are the direct result of an act or omission taken or omitted by Wealthfront Advisers during the term of this Agreement which constitutes negligence or malfeasance, violation of applicable law, bad faith, or disregard of their respective obligations under this Agreement or as otherwise may be provided by law. Without limitation, the Indemnified Persons shall not be liable for Losses resulting from or in any way arising out of (i) any action of Client, its previous advisers or other agents including any Client Representative, any investment product or its affiliates or agents, or any third party broker or agent utilized by an investment product to effect transactions for the Account; (ii) force majeure or other events beyond the control of Wealthfront Advisers, including without limitation any failure, default or delay in performance resulting from government restrictions, regulatory requirements or actions, exchange market rulings, acts of war, computer or other electronic or mechanical equipment failure, unauthorized access, strikes, failure of common carrier or utility systems, severe weather or breakdown in communications not reasonably within the control of Wealthfront Advisers or other causes commonly known as "acts of God"; (iii) taxes, fines, or penalties payable by Client or any third-party; (iv) special, consequential, or incidental damages; (v) any misstatement or omission in third-party investment product descriptions, marketing materials, organizational documents, disclosure documents, or any other documents; (vi) the authorization (or lack thereof) of any Client Representative; or (vii) market conditions or investment performance unrelated to any violation of this Agreement by Wealthfront Advisers or Wealthfront Advisers' negligence or malfeasance, violation of applicable law, bad faith, or disregard of its obligations under this Agreement or as otherwise may be provided by law. Client further agrees and acknowledges that the Indemnified Parties are not guaranteeing, or otherwise making representations with respect to, the performance of the Account. This indemnity shall be binding upon Client's heirs, successors, and assigns. Notwithstanding anything in this Section or otherwise in this Agreement to the contrary, nothing herein shall constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws, except to the extent lawfully modified in this Agreement. Nothing in this Agreement shall serve to limit the right of any Party with respect to the rules of applicable self-regulatory agencies, including rules relating to arbitration.

10. Proxies

Client hereby gives Wealthfront Advisers the authority to vote proxies for Securities held in Client Accounts pursuant to Wealthfront Advisers' written policies and procedures, as outlined in Wealthfront Advisers' Form ADV Part 2 (available at https://www.wealthfront.com/static/documents/form_adv_part_2.pdf) as may be amended from time to time. By entering this Agreement, Client acknowledges that Client has received and considered the Form ADV Part 2 and Form CRS and agrees that its terms are incorporated herein by reference. Client may opt out of this proxy voting authority via the Site or App, in which case Client retains voting responsibility and Wealthfront Advisers has no liability for Client's voting decisions. Wealthfront Advisers will be responsible for voting all proxies with respect to Securities held in Client Accounts for which it retains voting authority and will keep required records regarding this activity.

11. Termination; Withdrawals

This Agreement may be terminated by either party with or without cause by notice to the other party, which notice shall be provided by Client to Wealthfront Advisers through the Site and by Wealthfront Advisers to Client through the primary email address in Client's Account Application as Client shall update from time to time. The Client or Wealthfront Advisers may terminate this Agreement with immediate effect upon your election to vote proxies unilaterally and without advice from Wealthfront Advisers. Wealthfront Advisers may terminate this Agreement without prior notice to Client, including but not limited to situations where Wealthfront Advisers reasonably determines that Client's Account is being used to perpetrate fraud, facilitate unlawful activity, violate applicable laws or regulations or otherwise presents a material risk to Wealthfront Advisers, Wealthfront Brokerage, or their affiliates. Client may withdraw all or part of the Account by notifying Wealthfront Advisers at any time provided that all partial withdrawals comply with Wealthfront Advisers' required Account minimums as posted on the Site and updated from time to time, unless Wealthfront Advisers otherwise consents in advance. Client's withdrawal of all of the Account under this Agreement will terminate this Agreement. Upon termination of this Agreement, Sections 6 (only as to fees accruing prior to termination), 9, 11, 15, and 17 through 23 shall survive such termination. Client understands and agrees that upon termination of this Agreement Wealthfront Brokerage may determine to liquidate immediately all holdings in the Account, and subject to Section 9 hereof, Wealthfront Advisers shall not be liable to Client to any consequences of such liquidation.

12. Consent to Electronic Delivery

Client hereby authorizes and instructs Wealthfront Advisers and Wealthfront Brokerage to deliver any type of document relating to the Account (including this Agreement, any other agreements, the Privacy Policy, Form ADV Part 2, account statements, and tax documents), instead of paper copies, by email to the email address Client provides to Wealthfront Advisers, by communication through the App, or by referring Client to a website via a link or otherwise. Account statements transmitted electronically from Wealthfront Brokerage are the official records of the Account. Client agrees that Client will maintain access to a computer or other device capable of accessing email and other communications from Wealthfront Advisers, including PDF files, and that Client is solely responsible for any printing costs, online provider fees, or other costs that may be incurred in accessing the products and services. Client agrees that it will be solely Client's responsibility to maintain a functioning email account and address and that Wealthfront Advisers and Wealthfront Brokerage shall have no responsibility to ensure that delivery to the email address provided by Client is successful, for example, in the case of bounce-back notifications, or to send documents via an alternative method when a bounce-back notification or other error message appears in the judgment of Wealthfront Advisers to be the result of Client's failure to maintain a functioning email account capable of receiving email from Wealthfront Advisers. Client acknowledges and agrees that it may sometimes be necessary for Wealthfront Advisers to send paper copies to the mailing address provided by Client. Client also acknowledges and agrees that some documents may require Client to enroll in electronic delivery through other procedures.

13. Account Statements

Client will receive account statements via electronic delivery from Wealthfront Brokerage, which are the official records of the Account. Wealthfront Advisers may also provide information about the Account from time to time.

14. Independent Contractor

Wealthfront Advisers is and will hereafter act as an independent contractor and not as an employee of Client, and nothing in this Agreement may be interpreted or construed to create any employment, partnership, joint venture or other relationship between Wealthfront Advisers and Client.

15. Assignment

Wealthfront Advisers may not assign this Agreement without the prior consent of Client or the consent of any additional authorized signatories on behalf of Client, if such consent is required under the Investment Advisers Act of 1940, as amended. In the event of an assignment by Wealthfront Advisers, Wealthfront Advisers shall notify Client in writing of such assignment within a specified reasonable time (which shall not be less than thirty (30) days) for Client to opt out or object to the assignment. If Client does not opt out within the time specified, Client will have been deemed to consent to such assignment and the proposed assignee will continue the advisory services of Wealthfront Advisers. Client's continued acceptance of investment management services from the proposed assignee shall constitute Client's consent(s) to the assignment. This Agreement shall bind and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

16. Delivery of Information

Client acknowledges electronic delivery of Wealthfront Advisers' brochure that would be required to be delivered under the Advisers Act (including the information in Part 2 of Wealthfront Advisers' Form ADV), which is available on the Site and the App and provided here by link:

https://www.wealthfront.com/static/documents/form_adv_part_2.pdf

On written request by Client, Wealthfront Advisers agrees to annually deliver electronically, without charge, Wealthfront Advisers' brochure required by the Advisers Act.

17. Governing Law

This Agreement shall be governed exclusively by and construed and interpreted in accordance with the U.S. Federal Arbitration Act, federal arbitration law, and the laws of the State of California, excluding its provisions on conflicts or choice of laws. Except as otherwise expressly set forth in Section 18 of this Agreement below, any legal action or proceeding arising under this Agreement shall be brought exclusively in courts located in San Francisco, California or federal court for the Northern District of California, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

18. Arbitration

Any dispute, claim or controversy arising out of or relating to the services provided by Wealthfront Advisers, this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate (each a "Dispute"), shall be resolved solely by binding, individual arbitration rather than a class, representative or consolidated action or proceeding.

Client and Wealthfront Advisers each further agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Agreement, and that each party is waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement.

(a) Exceptions. As limited exceptions to mandatory arbitration as set forth in this Section, the parties each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(b) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Agreement. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for

Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

If Client's claim is for U.S. $10,000 or less, Client may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in- person hearing as established by the AAA Rules. If Client's claim exceeds U.S. $10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in San Mateo County, California, unless the parties both agree in writing to a different location. Client and Wealthfront Advisers agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability, and scope of the terms of this Agreement.

(c) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. If Client prevails in arbitration Client will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(d) Effect of Changes on Arbitration. Wealthfront Advisers reserves the right to modify this Section at any time upon 30 days' written notice to you. Any such modification shall be prospective and shall not affect previously filed claims. By keeping your client account with Wealthfront Advisers or by continuing to use services provided by Wealthfront Advisers, you agree to and accept all terms and conditions of any modifications.

(e) Class Action Waiver. CLIENT AND WEALTHFRONT ADVISERS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if our Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with Client's claims and may not otherwise preside over any form of a representative or class proceeding. If any of the specific provisions within this Section are found to be unenforceable, the remainder of this Section shall not be affected thereby and, to this extent, the provisions of this Section shall be deemed to be severable. If there is a final judicial determination that any particular claim (or a request for particular relief) cannot be arbitrated in accordance with this Section, then only that claim (or only that request for relief) may be brought in court. All other claims (or requests for relief) remain subject to this Section.

19. Notices

All notices and communications under this Agreement must be made through the Site or by email. Wealthfront Advisers' contact information for this purpose is support@wealthfront.com, and Client's contact information for this purpose is contained in Client's user account on the Site and the primary email address(es) in Client's Account Application as Client shall update from time to time. Wealthfront Advisers current address is 261 Hamilton Avenue, Palo Alto, CA 94301.

20. Severability and Amendment

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any and all other provisions hereof. Client acknowledges that Wealthfront Advisers may amend this Agreement from time to time, which amendment(s) will become effective and applicable to Client when published on the Site or otherwise made available to Clients (except as provided in Section 6(b)) and shall govern the relationship between the Client and Wealthfront Advisers during the entire term of this Agreement. Client acknowledges that Client will be responsible for checking the Site and App periodically for such amendment(s) to this Agreement.

21. Waiver or Modification

Wealthfront Advisers' waiver or modification of any condition or obligation hereunder shall not be construed as a waiver or modification of any other condition or obligation, nor shall Wealthfront Advisers' waiver or modification granted on one occasion be construed as applying to any other occasion.

22. Entire Agreement

This Agreement, together with the Brokerage Agreement, is the entire agreement of the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements, and understandings (including without limitation any and all preexisting client account agreements, which are hereby canceled). However, the parties may choose to enter into separate agreements between them regarding different subject matters or investment programs.

23. No Third-Party Beneficiaries

Neither party intends for this Agreement to benefit any third party (other than Wealthfront Brokerage) not expressly named in this Agreement.

24. Death, Disability, or Divorce

Upon receiving notice of Client's death, disability, incompetency, or divorce, Wealthfront Brokerage may restrict disbursements and other Account transactions, until satisfactory documentation is received. If a Client is an individual, the Client's death, disability or incompetency will not automatically terminate or change the terms of this Agreement. However, the Client's executor, guardian or attorney-in-fact may terminate this Agreement by giving written notice to Wealthfront Advisers. In the event that Client holds a joint Account ("Joint Account") with another Joint Account holder (each a "Joint Account Holder" and collectively, "Joint Account Holders"), Client agrees that if the Joint Account or assets therein ever becomes the subject of a dispute between Client and the other Joint Account Holder, and Wealthfront Advisers becomes aware of the dispute, Wealthfront Advisers may refuse to disburse or allow for the termination of this Agreement without the consent of both Joint Account Holders. Further, Client agrees that in the event that either Joint Account Holder provides instructions to Wealthfront Advisers, even if the instructions are to terminate the Agreement and disburse all funds from the Joint Account to one of the Joint Account Holder, Wealthfront Advisers may do so without seeking or obtaining the permission of, and without providing notice to, the other Joint Account Holder and will have no liability to either Joint Account Holder in connection therewith.