

Wealth Stack

Part 2A of Form ADV

The Brochure

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This brochure provides information about the qualifications and business practices of CMPD Wealth d/b/a Wealth Stack (“the Company”). If you have any questions about the contents of this brochure, please contact us at support.cmpd.io. The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Wealth Stack

Additional information about Wealth Stack is also available on the SEC’s website at: www.adviserinfo.sec.gov.

Wealth Stack is a registered adviser with the United States Securities and Exchange Commission and conducts itself accordingly. Such registration requires that we conduct our business in accordance with the Investment Advisers Act of 1940 (the “Advisers Act”) but does not require specific professional financial training or exams or imply a certain level of skill or training.

Item 2. Material Changes

Form ADV Part 2A requires registered investment advisers to amend their brochure when information becomes materially inaccurate. If there are any material changes to an adviser's disclosure brochure, the adviser is required to notify you and provide you with a description of the material changes.

Generally, Wealth Stack will notify clients of material changes on an annual basis. However, where Wealth Stack determines that an interim notification is either meaningful or required, Wealth Stack will notify its clients promptly.

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Item 4. Advisory Business

The Company is an internet investment adviser registered with the SEC that provides non-discretionary advisory services through a digital platform (“Platform”) to its advisory clients (each a “Client” and collectively, “Clients”) through a website portal (the “Website”) and a mobile application (the “App”) (collectively, the “Services”). The Company was founded in 2021 and is principally owned and controlled by Dark Knight OZ Fund, LLC.

Wealth Stack is a Platform that is designed for underinvested individuals and communities. Wealth Stack offers personal finance advice, education, services, and products that allow users to make investments, gain financial literacy, and in certain circumstances described below, earn rewards or other incentives for using third-party arrangements.

All client accounts are non-discretionary, which means that Wealth Stack does **not** manage security selection for client accounts. Wealth Stack will **not** have the authority to modify, in its sole discretion and without approval of its Clients, the selection of investment products that comprise the portfolio securities in each Client account. Clients will have the option to select a recommended portfolio or from select securities from a curated list.

Clients must be mindful that the Services include non-discretionary investment advice. The Services are not intended to provide a comprehensive investment program. The Services will not take into consideration other accounts a Client may have outside of Wealth Stack. Wealth Stack will be responsible for arranging and effecting the purchase or sale of the applicable securities through the Platform, but Clients should understand and acknowledge that they are responsible for approving all transactions made in their account prior to trade execution. All investments contain risk, including the risk of complete loss of the investment.

To begin using the Platform, a Client must complete the digital account opening process, enter into a non-discretionary investment advisory agreement with Wealth Stack (“Advisory Agreement”) and other related agreements governing the Client’s account in the platform (“Client Account”). A Client must initially invest and maintain at least \$1000 in the Client Account to be eligible to maintain an account on the Platform. Wealth Stack may, in its sole discretion, waive or change the minimum investment amount at any time for any Client. Participation in the Platform also requires Clients to consent to electronic delivery of communications. You may inquire about the services offered through the Platform at any time by through Wealth Stack’s interactive website. Stack. Clients should note that Wealth Stack will not provide any investment advice over email or via online chat. Such advice is solely provided through Wealth Stack’s interactive website.

Within the Platform, Clients may select self-identified investment goals, which a Client may choose when setting up the Client Account. While subject to change, the investment goals currently available to be selected on the Platform include “Pay Off Debt,” “Save on Monthly Bills,” “Invest,” “Build My Savings,” “Repair My Credit,” and “Manage a Business.”

While Wealth Stack will provide a recommended set of securities for a Client's portfolio, Clients may elect to ignore Wealth Stack's recommendations and select securities from a curated list of securities at their sole discretion. Wealth Stack

The Platform is not intended to provide legal or tax advice or intended to serve as tax preparation services. The Platform is not intended to provide a comprehensive investment plan. The Platform is intended to assist Clients with financial organization and decision-making, and is intended to be broad in scope. Each Client's personal financial situation is unique, and any information obtained through the Services may not be appropriate for each Client's personal circumstances. Accordingly, before making any final investment decisions or implementing any financial strategy, Clients should consider obtaining additional information and advice from a tax, accounting and other certified financial advisers who are fully aware of a Client's individual circumstances.

The Services may present Clients with information relating to third-party products or services ("Wealth Stack Offers") that Clients may be interested in as well as provide Clients general tips, recommendations and educational material. Please refer to Item 10 below for further information.

As of the date of this initial filing, Wealth Stack does not manage any client assets on a discretionary or non-discretionary basis.

Item 5. Fees and Compensation

Wealth Stack does not charge management fees in connection with its advisory services. Clients should be aware that ETFs charge their own fees and expenses. These fees and expenses will affect Clients' returns. For instance, an ETF typically includes embedded expenses that may reduce the fund's net asset value and, therefore, directly affect the fund's performance and indirectly affect the Account's performance. Expenses of an ETF may include management fees, custodian fees, brokerage commissions, and legal and accounting fees. These expenses may change from time to time at the sole discretion of the ETF issuer.

Clients will bear trading costs, custodial fees, and other expenses that may be charged by third parties, such as DriveWealth, in connection with the advisory services provided through the Platform. Clients should review all fees charged by third parties, such as DriveWealth, who provides custodial and brokerage services for Client Accounts, to fully understand the fees to be paid. For additional information about brokerage, please see Item 12 "Brokerage Practices." Wealth Stack may, in its sole discretion, decide to reimburse Clients for trading costs, custodial fees, and other expenses such that Clients bear no such costs. Clients should understand that Wealth Stack does not guarantee that it will cover such costs and Wealth Stack may discontinue any reimbursement program at any point. Clients should expect that they will bear the full amount of trading costs, custodial fees, and other expenses that may be charged by third parties, such as DriveWealth.

Item 6. Performance Based Fees and Side-by-Side Management

Wealth Stack does not charge any performance fees. Some investment advisers experience conflicts of interest in connection with the side-by-side management of accounts with different fee structures. However, these conflicts of interest are not applicable to Wealth Stack.

Item 7. Types of Clients

The Platform is available to individuals who are legal U.S. residents. The Platform is designed to provide investment advisory services to individuals who have regular internet access, and who are comfortable investing in equities and ETFs with a market capitalization of greater than \$3 billion through a digital investment experience. Participation in the Platform requires that a Client complete an account application and be approved for an account with DriveWealth. The account application can be accessed online through Wealth Stack's Services account portal or at www.cmpdwealthblog.com. As discussed in Item 4 above, Clients are required to enroll in electronic delivery in order to participate in this Platform.

As mentioned in Item 4, a Client must initially invest and maintain at least \$1000 in the Client Account to be eligible to maintain an account on the Platform.

To receive investment advisory services through the Platform, prospective Clients will be required to complete an online account application and enter into the Advisory Agreement and other account agreements electronically through the Services. These agreements along with other disclosures and notices will be delivered to Clients in electronic format by posting the information on the Services where Clients can access their accounts and through email or other electronic means. Wealth Stack will not send paper versions of documents to Clients as part of the Platform unless required by applicable law or in Wealth Stack's sole discretion. Clients must be willing to provide electronic consent, which will require that the Clients agrees to electronic delivery of all current and future Platform documents and communications, to enroll in the Platform.

Clients must provide Wealth Stack with a valid email address to enroll in the Platform. Clients are required to notify Wealth Stack immediately through the Services in the event their email address changes, or becomes inaccessible. Clients will be alerted through the Services and by email when a new or amended agreement or document is available; therefore, it is important that Clients always maintain an accurate email address. If a Client fails to provide or maintain accurate contact information, including an email address, or otherwise revokes consent to electronic delivery, Wealth Stack reserves the right to terminate that Client's participation in the Platform.

Please refer to the Terms of Use for additional information regarding the need to provide consent to receive communications electronically in order for Wealth Stack to provide its services through the Platform.

Item 8. Methods of Analysis, Investment Strategies and Risk of Loss

Through qualitative and quantitative due diligence, Wealth Stack selects securities that are utilized on the Platform. Wealth Stack employs a variety of methods and strategies to make investment decisions and recommendations, but Wealth Stack plans to primarily employ a Growth at a Reasonable Price strategy, which will incorporate elements of growth investing (i.e. a focus on sustained high revenue and free cash flow growth) and value investing (i.e. focus on valuation and out of favor companies with a time horizon of greater than five years).

Wealth Stack primarily offers investment advice on ETFs and individual equities

Wealth Stack's main sources of information for formulating the basis for changes to each security used for Client Accounts will include data about ETFs provided by third party data vendors, public financial information provided by each individual security issuer, and publicly available research provided by third parties.

Wealth Stack does not make any assurance that its recommendations will result in profitable investing or avoidance of loss. Investing in securities involves risk of loss that Clients should understand and be prepared to bear. Wealth Stack makes no guarantee or representation that its investment recommendations will be successful. Investment performance can never be predicted or guaranteed and the value of each Client's account will fluctuate due to market conditions and other factors. Past performance is no guarantee of future results.

Material Risks

In general, all Client Accounts are subject to risks, including the risks discussed below. This brochure does not include every potential risk associated with the Platform or all of the risks applicable to a particular Client Account. Rather, it is a general description of certain risks inherent in the Platform. Clients should refer to their Advisory Agreement and the underlying prospectuses for the ETFs offered through the Platform for additional information.

Investing in securities like equities and ETFs, whether through the Platform or otherwise, involves risk of loss that Clients should be prepared to bear. Wealth Stack does not guarantee the results of any advice or recommendation. In addition, Wealth Stack does not guarantee that the objectives of the Client will be met. The advice provided to the Client only pertains to the Client Account managed by Wealth Stack. Clients should be aware that Clients may lose money by investing in equities and ETFs through the Platform.

Wealth Stack in general advocates a buy and hold strategy of high quality businesses. It is our belief that frequent trading can affect investment performance, particularly through increased brokerage and other transaction costs and taxes and as such we encourage Clients to identify good companies that are likely to grow and to hold on to those investments. This strategy may lead to periods of relative underperformance as sectors and individual companies go in and out of favor.

Market, interest rate, investment and other related risks may adversely affect the performance of securities held in Client Accounts and cause losses in a Client Account. The following is a list of some of the principal risks of investing with Wealth Stack and of investing through a digital investment platform. The following list of risks is not intended to be a comprehensive list of risks.

Investing in ETFs. A Client Account bears all the risks of the investment strategies employed by the ETFs held in the Client Account, including the risk that an ETF will not meet its investment objectives. The ETFs held in Client Accounts may invest in equities, fixed income, derivatives, and other asset classes; the risks associated with such investments are described below. For the specific risks associated with any particular ETF, please refer to its prospectus.

An ETF is subject to the risks of the underlying securities that it holds, as well as the risk that it may fail to closely track the index it follows (tracking error). ETFs are subject to fees and expenses (like management fees and operating expenses) that do not apply to an index, and a Client Account will indirectly bear its proportionate share of the fees and expenses of the ETFs in which it invests. Moreover, ETF shares may trade at a premium or discount to their net asset value (“NAV”). Therefore, due to variations in the NAV of the ETF under certain circumstances the ETF could trade for more or less than the value of the underlying investments if bought separately. Although ETFs are required to calculate their NAV on a daily basis, at times the market price of an ETF’s shares may be more than the NAV (trading at a premium) or less than the NAV (trading at a discount). Given the differing nature of the relevant secondary markets for ETFs, certain ETFs may trade at a larger premium or discount to NAV than shares of other ETFs depending on the markets where such ETFs are traded. The risk of deviation from NAV for ETFs generally is heightened in times of market volatility or periods of steep market declines. For example, during periods of market volatility, securities underlying ETFs may be unavailable in the secondary market, market participants may be unable to calculate accurately the NAV per share of such ETFs, and the liquidity of such ETFs may be adversely affected. This kind of market volatility may also disrupt the ability of market participants to create and redeem shares in ETFs. Further, market volatility may adversely affect, sometimes materially, the prices at which market participants are willing to buy and sell shares of ETFs. As a result, under these circumstances, the market value of shares of an ETF may vary substantially from the NAV per share of such ETF, and the Client may incur significant losses from the sale of ETF shares.

As an ETF trades on an exchange, it is subject to the risks of any exchange-traded instrument, including: (i) an active trading market for its shares may not develop or be maintained, (ii) market makers or authorized participants may decide to reduce their role or step away from these activities in times of market stress, (iii) the exchange may halt trading of its shares, and (iv) its shares may be delisted from the exchange. This means there may be times when ETFs are not as liquid as other investments.

In addition, ETF managers that offer passive investment strategies generally do not seek to outperform their benchmark. As a result, ETF managers may hold securities that are components of their underlying index, regardless of the current or projected performance of the specific security or market sector. Passive managers do not attempt to take defensive positions based upon market conditions, including declining markets. This approach could cause a passive vehicle’s performance to be lower than if it employed an active strategy.

Fractional Share Trading. Certain Client trades may be in the form of fractional shares of ETFs within a Client Account. The ETF shares purchased or sold on behalf of Clients may be either whole shares or fractional shares, depending upon the asset allocation for that Client Account. Wealth Stack invests Client Accounts in dollar-based quantities, whereby transactions are based on a fixed dollar amount rather than whole shares. Wealth Stack and DriveWealth each reserve the right, at any time and each in its sole discretion, without prior notice to Clients, to limit or stop trading fractional shares. Fractional shares are typically unrecognized and illiquid outside of a Client Account. Therefore, Clients cannot transfer fractional shares when closing their Client Account. Fractional shares will be converted to cash upon account closing.

Equity Investments. Price changes may occur in the market, or in a country, industry, or sector of the market. In addition, different types of stocks tend to shift in and out of favor depending on market and economic conditions, and the types of stocks in which a Client Account invests may underperform the market. For example, growth stocks can be more volatile than other types of stocks, and the market can undervalue value stocks for long periods of time. Dividends on common stocks are not fixed but are declared at the discretion of an issuer's board of directors. There is no guarantee that a company will pay dividends, or that if paid they will remain at current levels or increase over time.

Market Risk. The price of any security or the value of an entire asset class can decline for many reasons, including but not limited to interest rates, regulatory changes, unpredictable market sentiment changes, and political, economic and social conditions.

Foreign Investments. Foreign securities are subject to interest rate, currency exchange rate, economic, regulatory, and political risks, all of which may be greater in emerging markets. These risks are particularly significant for funds that focus on a single country, region, or emerging markets. Foreign markets may be more volatile than U.S. markets and can perform differently from the U.S. market. Emerging markets can be subject to greater social, economic, regulatory, and political uncertainties and can be extremely volatile. Foreign exchange rates can also be extremely volatile.

Derivatives. Certain ETFs may invest in derivatives. A derivative is a financial contract whose value is based on the value of a financial asset (such as a stock, bond, or currency); a physical asset (such as gold, oil, or wheat); or a market index (such as the S&P 500® Index). Investments in derivatives may subject these funds to risks different from, and possibly greater than, those of the underlying securities, assets, or market indexes. Some forms of derivatives, such as exchange-traded futures and options on securities, commodities, or indexes, have been trading on regulated exchanges for decades. These types of derivatives are standardized contracts that can easily be bought and/or sold, the market values of which are determined and published daily. Non-standardized derivatives (such as swap agreements), on the other hand, tend to be more specialized or complex, and may be more difficult to value. Derivatives may involve leverage because they can provide investment exposure in an amount exceeding the initial investment. As a result, the use of derivatives may cause funds to be more volatile because leverage tends to exaggerate the effect of any increase or decrease in the value of a fund's portfolio securities.

Legislative and Regulatory Risk. Client Accounts may be adversely affected by new (or revised) laws or regulations. Changes to laws or regulations can impact the securities markets, specific industries, individual issuers of securities, and Wealth Stack's determinations with respect to the expected rate of return, value, or creditworthiness of a security.

Wealth Stack

Asset Allocation Risk. Asset allocation decisions can result in more portfolio concentration in a certain asset class or classes, which could reduce overall return if the concentrated assets underperform expectations. The more aggressive the investment strategy chosen by a Client, the more likely the Client Account will contain larger weights in riskier asset classes, such as equities. Asset classes can perform differently from each other at any given time (as well as over the long

term), so the investment strategy will be affected by its allocation among the asset classes. Depending on market conditions, there may be times when diversified portfolios perform worse than less diversified portfolios. Diversification does not eliminate investment risk.

Cybersecurity. The Platform and the Services pose the risk of actual and attempted cyber-attacks, including denial-of-service attacks, harm to technology infrastructure and data from misappropriation or corruption, and reputational harm. Due to Wealth Stack's interconnectivity with DriveWealth and other third-party vendors, Wealth Stack, and thus indirectly the Client Accounts, could be adversely impacted if any of them is subject to a cyber-attack or other information security event. Although Wealth Stack takes protective measures and endeavors to modify them as circumstances warrant, its computer systems, software, and networks may be vulnerable to unauthorized access, misuse, computer viruses or other malicious code, and other events that could have a security impact, or render Wealth Stack unable to transact business on behalf of Client Accounts.

Technology and Operational Risk. The Platform depends heavily on information technology and other operational systems. Shortcomings or failures in internal processes or systems of Wealth Stack, DriveWealth, and other third parties integrated into the Platform and other external events impacting those systems, and human error pose the risk of underperformance (or the possibility of no returns) of the Platform. Operational risk can arise from many factors ranging from routine processing errors to potentially costly incidents such as major system failures.

Limited Nature of Platform. The Platform offered by Wealth Stack is not intended as a complete investment program for any Client. The advice is provided exclusively on assets in the Platform and does not consider other investments the Client may have. Wealth Stack may ask fewer questions and elicit less information than Clients might be asked through a traditional advisory program. Wealth Stack representatives are available electronically to discuss the Services generally and/or to answer questions about the Platform; however, Wealth Stack will not provide investment advice via email, chat, or phone and will solely provide investment recommendations through its interactive website.

Item 9. Disciplinary Information

Wealth Stack and its management persons have not been involved in any legal or disciplinary events in the past 10 years that would be material to a client's evaluation of the company or its personnel.

Item 10. Other Financial Industry Activities and Affiliations

Wealth Stack and its management persons have no other financial industry activities or affiliations and therefore have no related conflict of interest that are material to a Client's or prospective client's evaluation of the Company's business.

Item 11. Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Wealth Stack's code of ethics establishes standards of business conduct for Wealth Stack and its supervised persons. All supervised persons will act with competence, dignity, integrity, and in an ethical

manner, when dealing with Clients, the public, prospective clients, third-party service providers and fellow supervised persons. Supervised persons must use reasonable care and exercise independent professional judgment when conducting investment analysis, making investment recommendations, trading, promoting Wealth Stack's services, and engaging in other professional activities. A copy of Wealth Stack's code of ethics is available upon request.

To avoid conflicts of interest involving personal trades, Wealth Stack's code of ethics states that each "access person" must have written clearance involving initial public offerings, private placements, and certain individual securities before completing the transactions. Access persons will generally be permitted to trade Securities that are in client portfolios. Wealth Stack may disapprove any proposed transaction required to be pre-cleared, particularly if the transaction poses a conflict of interest or otherwise appears improper. Additionally access persons will be required to provide quarterly transaction reports regarding transactions and holdings in "Reportable Securities" as defined in the Advisers Act in accounts in which they have beneficial interest. Access persons must disclose all securities accounts in which they have beneficial interest initially upon becoming an access person and annually thereafter. Wealth Stack compliance provides training to its access persons regarding permissible personal trading activities and reviews personal trading transaction and holdings reports provided by its access persons.

Item 12. Brokerage Practices

Clearing and custody services are provided by DriveWealth, an unaffiliated broker-dealer offering clearing, custody, trade execution, and related services. Clients must enter into a service agreement with DriveWealth to participate in the Platform. Under the terms of the Platform and its related agreements, Clients authorize Wealth Stack to execute orders for all Client portfolio transactions through DriveWealth. Clients will bear the risk of such transactions. Clients should understand that Wealth Stack will trade through DriveWealth even if the use of a different broker-dealer may result in lower prices or more favorable execution.

Wealth Stack does not receive any compensation from DriveWealth, counterparties or other third parties in connection with such transactions. Costs associated with trading with DriveWealth (i.e. trade execution costs) are borne by Clients.

In evaluating the use of a counterparty such as DriveWealth, Wealth Stack considers multiple factors in its determination to enter into such trading relationship. Wealth Stack seeks to ensure that its Client Accounts receive the best overall execution for securities transactions by continuously monitoring and reviewing the services received by counterparties, such as DriveWealth. Wealth Stack oversees DriveWealth's overall trade execution quality, commissions, financial strength and reputation, and digital and technological capabilities, among other factors. Wealth Stack evaluates its counterparty's ability to integrate with the Platform to allow Wealth Stack to seamlessly execute its investment strategies and manage Client Accounts in a digital environment. Use of DriveWealth provides benefits to Wealth Stack and its Clients such as software and technology that (i) provide access to Client account data (such as trade confirmations and account statements); and (ii) facilitates trade execution and allocate aggregated trade orders for multiple Client Accounts. To the extent that any counterparty's best execution capability does not appear to meet the quality of best

execution on a consistent basis, Wealth Stack would look to remove and replace such counterparty with another that has the ability to integrate with Wealth Stack's Platform.

Wealth Stack does not engage in any "soft dollar" practices involving the receipt of research or other brokerage service in connection with Client transactions, nor does Wealth Stack compensate or otherwise reward any brokers for Client referrals.

In the interest of seeking best trade execution for its Clients, Wealth Stack may aggregate transaction orders for a Client Account with transaction orders of other Client Accounts through the execution arrangement with DriveWealth. If a Client's transaction orders are aggregated, the average price of the securities purchased or sold in such a transaction will be determined, and each Client will be charged or credited, as the case may be, the average transaction price. As a result, the price may be either more or less favorable to the Client than it would be if similar transactions were not being executed concurrently for other Client Accounts.

Item 13. Review of Accounts

Wealth Stack generally provides all Clients with continuous access to its Services. Through the Services, Clients can access real-time information about their account status, portfolio allocations, securities, and balances. Wealth Stack will review the securities on the Platform on an ongoing basis. Wealth Stack will perform limited reviews of Client Accounts. Clients are obligated to update their information through the Services promptly if there are changes to information previously provided.

Clients have access to current account balances and positions through the Services. DriveWealth, in its capacity as the custodian, prepares account statements showing all transactions and account balances during the prior quarter. All information relating to Clients and Client Accounts is provided on the Services and/or sent via email as required.

Generally, on a quarterly basis, Wealth Stack will remind Clients to review and update the profile information previously provided. Wealth Stack requests that Clients reconfirm their current profile information as needed and on an annual basis.

Wealth Stack will implement controls to ensure that the Platform is functioning as intended.

At least quarterly, DriveWealth must give account statements to Clients. Clients are urged to compare these with reports provided by Wealth Stack.

Item 14. Client Referrals and Other Compensation

Wealth Stack expects from time to time to run promotional campaigns to attract Clients to open Client accounts on the platform. This includes the referral program pursuant to which Clients may invite friends, family, and others to open an account with Wealth Stack and receive cash for investment in the Client Accounts of the referring and/or the referred Clients. Wealth Stack expects that it will have certain arrangements in which it compensates bloggers and/or speakers on the Platform for Client referrals.

These arrangements may create an incentive for existing Clients, paid bloggers and/or speakers to refer prospective Clients to Wealth Stack, even if the Client and/or third party would otherwise not make the referral. These arrangements may also create a conflict of interest for a Client to maintain its Client Account with Wealth Stack if doing so would result in eligibility to receive an incentive, bonus or additional compensation. Note however that Clients are not charged any fee nor do they incur any additional costs for being referred to Wealth Stack through any referral program.

Wealth Stack may in its sole discretion discontinue (or not offer) a referral program in its entirety or partially, including without limitation by excluding specific Clients or groups of Clients.

The Services are expected to include sponsored links from advertisers, unaffiliated financial institutions and other third parties. The Services may display Wealth Stack Offers that may be custom matched to Clients based on information stored in the Services, queries made through the Services or other information. We may disclose when a particular Wealth Stack Offer is sponsored or otherwise provided by a third party.

In connection with Wealth Stack Offers, the Services expects to provide links to other websites belonging to Wealth Stack advertisers and other third parties. Wealth Stack Offers are provided to Clients as a convenience. Wealth Stack does not recommend, endorse, warrant or guarantee the products or services available through the Wealth Stack Offers (or any other third-party products or services advertised on or linked from our site), whether or not sponsored. Wealth Stack is not an agent or broker or otherwise responsible for the activities or policies of those websites. Wealth Stack does not guarantee that any loan, investment, plan or other service terms, rates or rewards offered by any particular advertiser or other third party on the Services are actually the terms that may be offered to Clients if Clients pursue the offer or that they are the best terms or lowest rates available in the market. Information in the Wealth Stack Offers is provided by the third parties, and any offer is subject to the third parties' review of a Client's information. Wealth Stack expects to receive compensation from third parties which may impact the placement and availability of the Wealth Stack Offers. If Wealth Stack receives compensation from a third-party directly as a result of a Client's purchase of a product or service in connection with a Wealth Stack Offer, Wealth Stack will provide the Client with at least 10% of such compensation, which may be made available to you in a variety of means, as determined in our sole discretion (i.e., cash deposit into your account, fractional share of a security, etc.)

Item 15. Custody

Wealth Stack does not act as a custodian for Client assets and does not have physical custody of Client funds or securities at any time. DriveWealth serves as the qualified custodian for all Client Accounts. DriveWealth will provide regular ongoing statements to you showing your securities positions and account activity. You should promptly and carefully review the statements provided by DriveWealth and compare them against the Account information available online through the Services and notify us promptly in writing via email of any errors or discrepancies.

Wealth Stack will be deemed to have custody of Client funds or securities as defined in Rule 206(4)-2 of the Advisers Act ("Custody Rule") under certain circumstances. For example, Wealth Stack

may be deemed to have custody when it is authorized by Clients to withdraw fees from Client accounts or to instruct the qualified custodian to pay Client expenses or if Client allows Wealth Stack to initiate third-party transfers out of their Client accounts. Wealth Stack will comply with all applicable Custody Rule requirements.

Item 16. Investment Discretion

Wealth Stack does not provide discretionary investment advisory services. This means that Wealth Stack is not provided full discretionary authority to select the timing, size, and identity of securities to buy and sell for the Client in the Client Account. Clients make the ultimate decision regarding the purchase or sale of investments in a Client Account before Wealth Stack can execute the transaction through the Platform.

Item 17. Voting Client Securities

Wealth Stack does not acquire or exercise proxy voting authority for its Clients. Clients will be sent any proxy materials directly from the custodian. Any proxy voting must be directly exercised by each Client. Wealth Stack will not advise Clients on the voting of proxies, nor will it advise or act for any Clients in any legal proceedings, including bankruptcies or class actions, involving securities held or previously held in a Client Account.

Item 18. Financial Information

Wealth Stack has never filed for bankruptcy and is not aware of any financial condition that is expected to affect its ability to manage client accounts.