

STARSHIP SECURITIES LLC

Advisory Agreement - June 2020

This Advisory Agreement (the “Advisory Agreement”), which is entered into by you (“you” or the “Client”) and Starship Securities LLC (“Starship”, “we” or “our”), sets forth the terms and conditions under which Starship offers the program described in Section 1 below (the “Program”) and governs the advisory services that we provide you with respect to your participation in the Program. This Advisory Agreement applies to you if you are an individual who is establishing or has previously established the accounts enumerated in Section 1 below. By clicking or tapping “Accept and continue” or otherwise acknowledging your consent electronically, you agree to enter into and be bound by the terms and conditions of this Advisory Agreement.

YOU MUST READ AND CONSIDER THIS ADVISORY AGREEMENT CAREFULLY AND CONTACT STARSHIP TO ASK ANY QUESTIONS YOU MAY HAVE BEFORE ENTERING INTO THIS ADVISORY AGREEMENT. PURSUANT TO THE BRIGHTER FINANCIAL, INC. AND STARSHIP SECURITIES LLC ESIGN AGREEMENT (THE “ESIGN AGREEMENT”) THAT YOU ARE REQUIRED TO ENTER INTO AS A CONDITION OF EXECUTING THIS ADVISORY AGREEMENT, CLICKING THAT YOU ACCEPT HAS THE SAME LEGAL EFFECT AS SIGNING A PAPER VERSION OF THIS ADVISORY AGREEMENT. YOU ACKNOWLEDGE THAT THIS ADVISORY AGREEMENT MAY BE AMENDED FROM TIME TO TIME AND AMENDED AGREEMENTS WILL BE POSTED ON THE STARSHIP WEBSITE, WWW.STARSHIPHSA.COM (THE “WEBSITE”) OR MOBILE APPLICATION (COLLECTIVELY, THE “APPLICATION”). YOU AGREE TO CHECK THE WEBSITE FOR NEW VERSIONS OF THIS ADVISORY AGREEMENT AND OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM. YOU AGREE THAT, BY KEEPING YOUR STARSHIP INVESTING ACCOUNT (AS DEFINED BELOW) OR USING THE PROGRAM WITHOUT OBJECTING IN WRITING AFTER STARSHIP POSTS A NEW VERSION OF AN AGREEMENT ON THE WEBSITE, YOU WILL AGREE TO AND ACCEPT ALL TERMS AND CONDITIONS OF ANY AMENDED AGREEMENT, INCLUDING ANY NEW OR CHANGED TERMS OR CONDITIONS.

1. Terms and Conditions of the Program

Starship offers individuals a means to establish an account (“Starship Investing Account”) and to make contributions to this account through your Starship Health Savings Account (“Starship Spending Account”) in accordance with the terms of this Advisory Agreement. The Starship Program is designed to provide investment advisory services to individuals who are United States citizens (“U.S.”), legal U.S. residents or non-resident aliens with eligible visas types, all of which must have a social security number and maintain a checking account with a U.S. bank. Clients must also be over 18 years of age and enrolled in a high-deductible health insurance plan (“HDHP”) to make contributions to your Starship Spending Account. When a Client opens a Starship Spending Account with Starship’s affiliate, Brighter Financial Inc. (doing business as “Starship”), the Client has the option to open a Starship Investing Account. A Client that wishes to open a Starship Investing Account with Starship must select the investment option in the Application after opening the Starship Spending Account. Funds are initially deposited into the Starship Spending Account by the Client. Once a Client’s Starship Spending Account balance reaches a designated overflow threshold, funds above that threshold are automatically added to their Starship Investing Account.

The Program is designed to provide an easy way for individuals to regularly invest money and access Starship’s advisory services. Starship interacts with Clients using a technology platform developed and maintained by Brighter Financial, Inc. Based on the information a Client provides on the Application, Starship uses the Application to provide the Client with automated, discretionary investment advice in the form of selected exchange traded funds (“ETFs”) (“Selected Investments”). You hereby understand and agree that the Program: (a) is not a complete investment program; (b) does not

account for multiple goals; (c) does not consider outside assets, concentration, debt or other accounts you may have with Starship's affiliate or with any third party; (d) has limits on underlying instruments; (e) is not suitable for all investors; and (f) relies on the information provided by the Client, including the accuracy thereof, in providing investment advice, and does not verify the completeness or accuracy of such information.

Where Starship agrees to accept and open an account for a Client, Starship will open such account with the Client pursuant to the terms and conditions of this Advisory Agreement. The investments in each Client's account are held in a separate account, as explained further below, in the name of the Client at an independent custodian, and not with Starship. Starship will aid you, through the Application, in establishing an individual brokerage account at DriveWealth LLC, a registered broker-dealer unaffiliated with Starship. DriveWealth LLC ("DriveWealth" or "Custodian" or "Broker") shall act as an independent custodian and clearing and execution broker for Client brokerage accounts. Starship may remove or replace the Custodian at any time subject to the terms of the Customer Agreement (as defined below).

With respect to Starship Investing Accounts, your participation in the Program requires that you agree to the DriveWealth customer agreement (the "Customer Agreement"), whereby DriveWealth will act as the clearing and execution broker and qualified custodian for your Starship Investing Account. You acknowledge that neither Starship nor any investment service provider engaged by Starship is responsible for the obligations of the Custodian or any successor custodian and that Starship and the Custodian have separate agreements with you that allocate separate sets of rights and obligations between you and the respective entity.

You further acknowledge that the services you receive through participating in the Program are sufficient consideration for you to enter into this Advisory Agreement.

2. Program Advisory Services

Through the Program, Starship offers model portfolios comprised of various publicly traded securities including, primarily but without limitation, ETFs, and/or similarly traded instruments ("Investments"). The Investments are selected to make available exposure to a broad range of companies, industries, economic sectors, social beliefs, and investment strategies. Starship reserves the right to change, in its sole discretion from time to time and without prior notice to Clients, the model portfolios and/or the number of Investments available through the Program that it deems appropriate to address the investment objectives, investment time horizons, and risk tolerances of its Clients.

Starship further reserves the right, in its sole discretion from time to time, upon providing prior notice to Clients, to engage any investment service provider from which Starship may obtain any or all Investments, change any such investment service provider and to make additional investment service providers available through the Program.

The Program will use the Application to provide automated, discretionary investment advice based on certain Client Information (as defined in Section 23 below) you provide. The Program may not consider the entire range of information provided through the Application for purposes of selecting Investments and managing Client accounts. You should understand that the Application currently relies on the questions relating to investment time horizon and risk tolerance in selecting Investments, and that these factors are not weighted equally.

You acknowledge that, based on the Client Information you provide, investment factors deemed appropriate by Starship, and the investment advisory methodology used in developing the Application, the Selected Investment(s) comprise(s) the investment advice that Starship provides to you. However, you agree that there is no guarantee, representation, warranty, or covenant that the Selected Investment(s) will perform better over any time period than any other portfolio, instrument and/or investment or combination thereof made available through the Program or otherwise available in the market.

You also acknowledge that the Program is a discretionary investment advisory program, and not a self-directed brokerage service. You grant Starship the discretionary authority to select which securities to buy and sell and when to place orders for the clearing and execution of securities. You are bound by the Investments generated by the Application and do not have the ability to select the portfolios and/or Investments available through the Program in lieu of or in addition to the Selected Investment(s) available through the Program. You may cause the Application to generate different Selected Investments at any time by revising your Client Information. You also have the ability to impose reasonable restrictions on your Starship Investing Account, subject to the termination provisions set forth in this Advisory Agreement if we cannot meet your needs.

You may change your Selected Investment once in a 30-day period based on your investment objectives and risk and financial parameters. If you wish to change your Selected Investment, the Application will generate a prompt to inform you that the Selected Investment was not recommended based upon your response to the investor questionnaire in the Application. You are required to acknowledge the risk of choosing an alternate Selected Investment before the change is affected in the Application. If Starship recommends a Conservative portfolio to you, and you select the Growth portfolio, you will receive a prompt which indicates that the selected portfolio has greater risk than the portfolio that was recommended based on your investment objectives and risk and financial parameters. You will be prompted to review and amend your response to the investor questionnaire in order to select the Growth portfolio. If you amend your responses to the investor questionnaire, then your risk tolerance and model recommendation will be recalculated. If the newly recommended portfolio is the Balanced or Growth portfolio, then your requested change will be processed. However, if the Conservative portfolio remains the recommended portfolio, then your selection will not be processed.

You acknowledge and agree that Starship is solely responsible for the decision to invest in your Selected Investments. Starship shall have the authority and discretion to designate the Selected Investment(s) for implementation in your Starship Investing Account. You further acknowledge and agree that it is your responsibility to review the information available on the Application and update the information through the Application promptly if there are changes to your financial situation, goals, objectives, personal circumstances, time horizon or if other relevant information changes or becomes available. Starship's investment advice, in the form of Selected Investments, shall not constitute legal or tax advice, analysis or opinion.

The Program does not provide tactical advice and you should not expect to see tactical changes to any investment advice in response to market volatility or other economic events.

Notwithstanding anything to the contrary in any documentation associated with the Program and your Starship Investing Account, you agree that Starship provides discretionary investment advice and shall have a duty to, and guarantees that it will, rebalance the assets in your Starship Investing Account no less frequently than quarterly to account for valuation changes during the quarter.

You acknowledge, understand and agree that:

- Starship does not provide investment advice in a manner other than the investment advice described in this Section 2;
- Starship will provide investment advice and deliver the advisory services solely through the Application;
- Under the Program, you will not receive investment advice in person, over the phone, in live chat, or in any other manner other than through the Application;
- You will not be entitled or able to hold securities in your Starship Investing Account other than the Investments that are offered through the Program.

In providing its services, Starship or any of its affiliates may, subject to applicable laws and regulations, engage unaffiliated vendors or other contractors to aid it in fulfilling its duties under this Advisory Agreement or to provide ancillary enhancements or features of the services contemplated herein. Additionally, in performing its obligations under this Advisory Agreement, Starship may, at its own discretion, delegate any or all of its discretionary investment, advisory, and other rights, powers, and functions hereunder to any of its affiliates or to any third parties, without your written consent, provided that Starship shall always remain liable to you for its obligations hereunder.

3. Trading Authority and Your Instructions

Starship will direct and be responsible for the direction of investments through the Application. It is your responsibility to conduct and monitor the inflows and outflows to and from the Starship Investing Account by using the Application to initiate deposits above the overflow threshold from your Starship Spending Account to your Starship Investing Account, and transfers from your Starship Investing Account to your Starship Spending Account, in accordance with procedures set forth by Brighter Financial Inc. Starship shall have discretion over assets in your Starship Investing Account to the extent that Starship shall have the following authority in connection with its provision of advisory services under this Advisory Agreement:

- to determine and modify from time to time which Investments are offered through the Program and which Investments comprise each of the portfolios, including your Selected Investment(s);
- to determine when, how often, and in what amounts to invest or reinvest dividends in your Starship Investing Account;
- to determine and modify from time to time procedures used in trading in the Program;
- to determine the timing of purchases in relation to deposits; and
- to determine the timing of sales and transfers in relation to requests for transfers.

You agree and acknowledge that there are no minimum or maximum account size requirements. However, Starship reserves the right to impose a minimum or maximum account size or value in the future at its discretion. Fees are not negotiable.

4. Brokerage and Custody

As noted above, your use of our advisory services under this Advisory Agreement requires that you establish a Starship Investing Account and enter into the Customer Agreement.

The Customer Agreement pertains to the brokerage services provided by DriveWealth to effect brokerage transactions in Your Starship Investing Account. Under the Customer Agreement, and subject to its terms and conditions, DriveWealth is generally responsible for: (i) maintaining and recording transactions in cash and securities in your Starship Investing Account; (ii) clearing, execution and settlement of orders placed by Starship; and (iii) providing you with statements, confirmations, other required documentation, and other information about your Starship Investing Account and transactions therein.

Starship may transmit or help facilitate your requests for transfers (from your Starship Investing Account to your Starship Spending Account) or transfers to the Custodian. Starship shall have the authority to initiate withdrawals and transfer securities or money out of your Starship Investing Account for purposes of fee deductions and in connection with the termination of your Starship Investing Account pursuant to the terms and conditions of this Advisory Agreement. Starship does not have authority to initiate withdrawals and transfer securities except in the following circumstances: (i) your Starship Spending Account has overdrawn; or (ii) you terminate your Starship Investing Account pursuant to the terms and conditions of this Advisory Agreement. Funds in your Starship Spending Account above your designated overflow threshold are automatically transferred to your Starship Investing Account.

5. Client Rights and Obligations

The Client retains sole ownership of the Starship Investing Account (i.e., the right to withdraw securities or cash (via the Client's Starship Spending Account), exercise proxy voting, proceed directly as a security holder against the issuer of any security in the Starship Investing Account, and receive transaction confirmations (electronically, by email and accessible via the Application)), and the Client may make deposits via their linked Starship Spending Account and transfer to their linked Starship Spending Account at any time, subject to any maintenance requirements of the Custodian.

6. Deposits and Purchases

You agree that you will fund your Starship Investing Account by contributions made through your Starship Spending Account, by using the Application to direct the transfer of money to your Starship Investing Account in accordance with the terms and conditions of this Advisory Agreement. You agree that by designating an overflow threshold for your Starship Spending Account in the Application, you are authorizing Starship to automatically transfer any funds in excess of this threshold from your Starship Spending Account to your Starship Investing Account; funds must exceed the threshold set by \$5.00 in order to be transferred. You agree that, by initiating or directing a deposit, you authorize the bank or other vendor that Starship engages from time to time to facilitate the use of the Automated Clearing House ("ACH") payment system for the transfer of money to or from the Custodian (such bank or vendor, the "ACH Operator") to request that the financial institution that maintains your Starship Spending Account transfer the amount of the deposit to the Custodian for deposit in your Starship Investing Account. You further agree and acknowledge that, unless otherwise agreed to by Starship and the Custodian, you do not have any right to fund (or direct the funding of) any deposit or transfer of money to or from your Starship Investing Account in any manner other than by an ACH transfer to the Custodian. Starship and the Custodian reserve the right to accept cash funded from other sources (such as debit accounts) as they may mutually agree and to the extent permitted by applicable law. Starship also reserves the right to accept investments funded from other sources or through other means on a case-by-case basis.

You further agree that, by initiating, authorizing, or directing a deposit or transfer to your Starship Investing Account, you authorize Starship to place orders with the Broker on your behalf for purchases of the securities that comprise Selected Investments at the time(s) and in amounts calculated by Starship's portfolio management system. Orders from all of the Application's users are combined and orders that have been approved are released to be executed. In order to permit sufficient time to ensure that the transfer of assets into your Starship Investing Account has been successfully completed by the financial institution that maintains your Starship Spending Account, Starship may wait up to five Business Days after the day the Custodian credits the applicable deposit to your Starship Investing Account to generate and place the orders for such purchases. As used herein, "Business Day" means any day on which all banks (or the applicable branch thereof) involved in any transfer of funds are physically open for business during their normal business hours, and specifically excluding any U.S. federal holiday and any day on which any applicable securities exchange is not open during its normal business hours. You hereby acknowledge and agree that, as a result, each deposit or transfer you make generally will not be invested in Selected Investment(s) for up to five Business Days and that such uninvested cash will not be subject to financial gains or losses resulting from movement in market prices during that time period.

You may, subject to the terms and conditions of this Advisory Agreement, fund your Starship Investing Account via your Starship Spending Account by initiating or directing a deposit in any dollar amount of \$5.00 or greater through the Application at any time. If you have set an automatic investment threshold, deposits will automatically be made to your Starship Investing Account from your Starship Spending Account when your Starship Spending Account exceeds its designated overflow threshold by \$5.00. You can adjust the overflow threshold at any time on the Application, in accordance with procedures set forth by Brighter Financial, Inc.

You represent and warrant that none of the money you deposit in your Starship Investing Account is derived from, or will be used to promote the conduct of, any crime or other illegal activity. You agree not to deposit (or direct the deposit of) any money in your Starship Investing Account that comes from, or that will be used to promote the conduct of, any crime or other illegal activity. You represent that no individual or entity has an interest in any money you use for deposits or in any money or securities in your Starship Investing Account other than you or any other individual you have disclosed to Starship during account opening.

7. Investment Withdrawals

Money from your Starship Investing Account cannot be directly withdrawn; money from your Starship Investing Account can only be returned to your Starship Spending Account. If you wish to return money to your Starship Spending Account, you can initiate a request through the Application at any time. You agree that, by making this request, you authorize Starship to place an order with the Custodian on your behalf to sell the securities in your Starship Investing Account at the time(s) and in amounts calculated by Starship's portfolio management system, and return the money from your Starship Investing Account to your Starship Spending Account. Starship will undertake good faith efforts to generate and place the orders for such sales on the Business Day you request a rollover, but you acknowledge and agree that such orders may be placed at any time within five Business Days after your request. Any request you initiate will be sent to the ACH Operator. You agree that, by making this request, you initially authorize the ACH Operator to request that the Custodian transfer the proceeds of the applicable sales in the amount you request (or less if the money remaining in your Starship Investing Account after deducting any Starship Fee (as defined below)) to your Starship Spending Account. You acknowledge and agree that the Custodian will not initiate a transfer of money to your Starship Spending Account for a rollover until the Business Day after the last applicable sale for such transfer has settled and that it may take up to seven to ten Business Days after the Custodian initiates a transfer of money for the proceeds of a rollover to arrive at the destination account.

You acknowledge and agree that during the pendency of a rollover request your Starship Investing Account will not be eligible for any rebalancing that may be offered through the Program. You further acknowledge and agree that Starship and the Custodian may require additional information from you before effecting any rollover request, and that such requested rollover may be subject to delay or cancellation in the event that you do not timely provide such additional information.

8. Term and Termination

This Advisory Agreement becomes effective as of the date it is accepted by Starship and your Starship Investing Account is opened, as evidenced in accordance with Starship's procedures and/or practices regarding account opening.

You agree that Starship and/or any of its affiliates or contractors may suspend the provision of services to you or delay, limit, restrict, or refuse any transaction for you at any time for any length of time without prior notice to you if Starship believes in good faith that such suspension or delay is necessary or appropriate: (i) to ensure compliance with, or to avoid, violating any law or regulation applicable to Starship or its affiliates or a transaction relating to the Program; (ii) to comply with a request or guidance from a regulatory or law enforcement authority with jurisdiction over Starship or its affiliates or a transaction relating to the Program; (iii) to remediate or otherwise address problems with technology; (iv) due to interruptions in the access to or operation of any technology that Starship or its affiliates directly or indirectly uses in connection with the Program; (v) to prevent a breach or violation of any term, condition, or other provision of this Advisory Agreement; or (vi) to obtain from you any additional information that Starship in its reasonable discretion deems necessary for advisory services to be provided to you pursuant to this Advisory Agreement. Notwithstanding anything to the contrary in this Agreement, including, without limitation, in Sections 2 and 3, Starship reserves the right, at any time and without notice, to delay or manage the trading of Client orders if Starship determines it is appropriate and consistent with its obligations under this Advisory Agreement. If you terminate your Starship Spending Account, through the procedures

provided by Brighter Financial, Inc., then this Advisory Agreement and your Starship Investing Account will also be terminated. If Starship terminates your Starship Spending Account, then Starship will also terminate this Advisory Agreement and your Starship Investing Account by sending you a notice of Advisory Agreement termination in the Application or by e-mail. If either you or Starship terminate your Starship Spending Account, through the procedures provided by Brighter Financial, Inc., then the termination of your Starship Investing Account will occur as follows:

- You will be deemed to have simultaneously terminated this Advisory Agreement and the Customer Agreement, unless otherwise agreed to by Starship, the Custodian, or the Broker, as applicable;
- The Custodian and/or Broker will, before closing your Starship Investing Account, settle any purchases or sales pending when Starship sends or receives a request to close your Starship Investing Account; and
- Starship and/or the Custodian will, before closing your Starship Investing Account, deduct any unpaid fees.
- Any dividends that have not posted at time of termination will be forfeited.

If either Starship or you request to close your Starship Spending Account, through the procedures provided by Brighter Financial, Inc., you will also be closing your Starship Investing Account. If Starship cannot charge your Starship Investing Account, it reserves the right to terminate your access to its advisory services. Termination of Starship Investing Accounts will be undertaken at Starship's sole discretion. You may also terminate your Starship Investing Account at any time. In accordance with these requests, you hereby authorize Starship to instruct the Broker and/or Custodian to sell all shares in your Starship Investing Account and any distributions generated by such shares following such request, and to transfer the cash, less any portion of the Starship Fee (as defined in Section 11 below) or other fees due, to your Starship Spending Account. Once the account termination process is initiated, Starship will receive the Starship Fee.

Upon cancellation or termination of this Advisory Agreement, we may immediately deactivate your user account (which includes the Starship Investing Account) and all related information and/or files in your user account and/or bar any further access to such information and/or files, our Application (or part hereof) and/or the Program, except as we may otherwise provide from time to time.

Your death or incapacity shall not terminate the authority of Starship granted herein until Starship receives written termination notice thereof from your executor, guardian, attorney-in-fact or other authorized legal representative.

9. Legal Capacity

If this Advisory Agreement is established by the undersigned Client, or the Client's authorized representative in a fiduciary capacity, the Client hereby certifies that he/she is legally empowered to enter into or perform this Advisory Agreement in such a capacity. The Client represents that he or she is 18 years of age or older and no person shall use or attempt to use the Program unless he or she is of such age.

10. Representation

It is understood by the Client that Starship is licensed/registered with all of the appropriate regulatory jurisdictions that Starship believes it has a duty to be licensed/registered. It is understood and acknowledged by the Client that Starship is not engaged in the practice of law or accounting, and as such, will not render any legal, tax, or accounting advice hereunder, nor prepare any legal or accounting documents for the implementation of any of the Client's financial or investment plans.

Nothing in this Advisory Agreement or any other document received from Starship shall be construed as providing any legal, accounting, estate, actuary, or tax advice. The Client agrees to review publicly available information regarding the securities and the brokerage statements and transaction confirmations. Each Client must rely upon its own representatives,

including its own legal counsel and accountant, as to legal, tax and related matters concerning any Investments, any assets in the Starship Investing Account or any Starship Investing Account transactions and for preparation of any legal, accounting or tax documents.

The taxation of securities transactions is extremely complex and no attempt is made herein to fully describe the various tax rules that apply to such transactions or to explain in complete detail the rules which are mentioned. However, some general points may be noted. Any sales, exchanges or dispositions of securities may have U.S. federal, state, local and non-U.S. income tax consequences for the Client and may result in the Client having to pay additional income taxes. Clients may have a variety of tax reporting obligations with respect to certain securities. **Each Client should confer with their personal tax advisor regarding the tax consequences of investing with Starship based on their particular circumstances. The Client and Client's tax advisors are responsible for how Investments and the transactions in the Client's HSA Investing Account are reported to the Internal Revenue Service or any other taxing authority. Starship assumes no responsibility to the Client for the tax consequences of any transaction.**

11. Fees

For the services provided by Starship under this Advisory Agreement, and the custodial and brokerage services provided by the Custodian and the Broker under the Customer Agreement, you agree to pay a "per-account" fee in order to establish and maintain your Starship Investing Account (the "Starship Fee"). The amount of the Starship Fee charged to all Client accounts that have selected the investment option and added funds to a Starship Investing Account is \$1.00 per calendar month paid monthly in arrears, which fees shall be deemed the minimum fees to maintain a Starship Investing Account. The Starship Fee applicable to any Starship Investing Account with an average daily balance of \$5,000 or more (whether due to contributed capital or investment performance) on the last day of the subject month includes an additional annual fee of 0.35% (or 35 basis points) of the amount over \$5,000, payable monthly in arrears. A Client's Starship Investing Account with an average daily balance of \$5,000 or more will continue to be assessed the additional annual fee of 0.35% (or 35 basis points) on the amount over \$5,000, even if the value of the Client's Starship Investing Account falls below \$5,000.00 in any subject month, as long as the average daily balance is more than \$5,000 or more at the end of the month. Unless otherwise agreed between the parties hereto, the Starship Fee is payable monthly in arrears and will be billed on the first day of each month based upon balances in your Starship Investing Account on the last day of the previous month and collected on or before the 15th day of the month billed. The Client's Starship Fee is not pro-rated.

The Starship Fee shall be deducted from your Starship Investing Account. All Starship investment models will normally hold at least 5% of the portfolio in cash or cash equivalents. If the portion invested in cash equivalents is not adequate to cover the Starship Fee, then Starship may, as necessary and in its sole discretion, sell securities in your Starship Investing Account to generate free cash in order to deduct the Starship Fee. Starship reserves the right to discount or waive any fees associated with the Program in its sole discretion.

You authorize and direct Starship to deduct the Starship Fee directly from your Starship Investing Account and/or to instruct the Custodian to sell, as necessary, securities in your Starship Investing Account and to transfer money out of your HSA Investing Account to pay Starship the Starship Fee. You agree and acknowledge that such fee deduction may trigger rebalancing of your Starship Investing Account, in accordance with Starship's rebalancing procedures and portfolio management system, including as described in this Advisory Agreement. Deducted fees will be reflected in the account statements provided to you by the Custodian.

You agree and acknowledge that you are responsible for paying any and all fees, including, without limitation, the Starship Fee, that you owe pursuant to this Advisory Agreement. You are responsible for maintaining complete and accurate billing and contact information with Starship. You acknowledge that such fees may change from time to time and will be available on the Application and in the Brochure and Relationship Summary (as defined below). In the event of a change in fees,

Starship will provide you notice electronically by email, on the Application and/or the Website. You agree to check the Application from time to time for updates to the fees applicable to your Starship Investing Account.

The Starship Fee includes most of the investment expenses that are typically paid by investors, such as account establishment/maintenance expenses, investment advisory fees, and brokerage fees. The Starship Fee does not include fees charged by each ETF's managers or other fees and expenses that are reflected in the price of ETF shares. The Custodian does not charge any additional fees for services provided under this Program. In particular, and notwithstanding anything to the contrary in this Advisory Agreement, you agree that, pursuant to the Customer Agreement, if you request the preparation and delivery of paper documents that Starship, the Broker, and/or the Custodian normally provides in electronic form or that Starship, the Broker, and/or the Custodian is not required to provide in paper form, Starship, the Broker, and/or the Custodian may terminate your Starship Investing Account as a result of this request, in accordance with the termination provision set forth in this Advisory Agreement. From time to time, in their sole discretion, Starship and/or the Custodian may adjust the amounts or types of fees they charge for ancillary services. You may obtain the current schedule of such fees and services through the Application or by sending an e-mail to support@starshiphsa.com.

You acknowledge that Starship designed the Program with frequent investing in mind and that the fee structure might not be economical or appropriate for individuals looking to make few or infrequent small-dollar investments. You acknowledge that the Starship Fee may exceed the aggregate costs of purchasing separately the products and individual services that comprise the advisory services and the brokerage services offered through the Program.

You acknowledge that if your Starship Investing Account has a value less than \$5,000.00, that the Starship Fee, which is charged as a flat fee that does not vary based on the size of your Starship Investing Account may be disproportionately high relative to the value of your Starship Investing Account. You further represent and warrant, and have determined, that the Starship Fee is reasonable irrespective of whether your Starship Investing Account has a value greater or less than \$5,000.00.

Unless otherwise stated, the Starship Fee does not include any direct or indirect local, state, federal, or foreign taxes, levies, duties or similar government assessments of any nature, including value-added, use, or withholding taxes. You acknowledge and agree that Starship does not provide tax advice.

12. Non-Exclusive Management

It is understood that Starship performs investment advisory services for other clients. The Client agrees that Starship may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or nature of action taken with respect to the Client's Starship Investing Account. Starship, its officers, employees, and agents, may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as Starship recommends for the Client's Starship Investing Account.

13. Notices and Communication

Communications will be sent to the Client at the e-mail provided by the Client at the time the Client opens the Starship Investing Account, or to another e-mail as may be provided to Starship in writing in the future, and via the Application. All communications sent to the Client electronically at the given e-mail and via the Application will be treated as if they were given to the Client personally, whether or not the Client receives them.

14. Proxies and Legal Proceedings

Starship will not vote proxies on behalf of the Client's Starship Investing Account. Additionally, Starship will not be required to take any action or render any advice with respect to voting of proxies solicited by or with respect to the issuers of securities in which assets of the Starship Investing Account may be invested from time to time. Further, Starship will not take any action or render any advice, or otherwise be responsible, with respect to any securities held in or formerly held in the Starship Investing Account, which are named in or subject to legal proceedings, including bankruptcies or class action lawsuits.

15. Investment Risks and Risk Acknowledgment

There are significant risks associated with any investment program, including Starship's Program.

You understand and agree that neither Starship nor any of its affiliates has made, and is not making, any warranty or guarantee as to the performance or profitability of your Starship Investing Account and/or any of the Investments therein. Investment performance of any kind can never be predicted or guaranteed and Starship does not guarantee that you will avoid financial loss.

Starship does not make any guarantee that the investment objectives, expectations or targets described on the Application will be achieved, including without limitation any risk control, risk management, or return objectives, expectations, or targets. Neither Starship nor any of its affiliates guarantees the success of any given investment decision or strategy that Starship may recommend or undertake, or the success of the overall management of the Starship Investing Account through the Program.

The following risks are not inclusive and should be carefully considered by you. You acknowledge, understand and agree that:

- Investing in securities involves risk of loss, potentially significant, that you should understand and be prepared to bear.
- Starship does not guarantee any level of performance of any investments in your Starship Investing Account or that you will avoid financial loss. The value of your Starship Investing Account and the securities held in such account(s) will fluctuate due to a variety of reasons, including but not limited to market conditions, market sentiment, legislative or regulatory changes, inflation, interest rates, and other factors. The Starship Investing Account may suffer loss of principal, and income, if any, may fluctuate.
- ETF performance may not exactly match the performance of the index or benchmark the ETF is designed to track for a variety of reasons, including ETF expenses and costs not incurred by the relevant index or benchmark, the availability of certain securities comprising the relevant index or benchmark, and supply and demand of the ETF and/or securities held by the ETF.
- Past performance of any security or benchmark does not guarantee or indicate future results.
- Back tested performance of any Selected Investment or other Investment are hypothetical and do not reflect actual investment results. Any hypothetical back tested returns associated with any Investment are based on assumptions and do not reflect actual results of any Starship Investing Account. Such performance results, if any, were derived from the retroactive application of a model developed with the benefit of hindsight and not with real money at stake. No representation is being made that your Starship Investing Account will or is likely to achieve results similar to any hypothetical results shown. Actual results may differ significantly from any hypothetical returns presented.
- Projected returns are hypothetical, do not reflect actual investment results, and are not guarantees of future results. Such projected performance is subject to a number of limitations and assumptions designed to determine the probability or likelihood of a particular investment outcome based on a range of possible outcomes. Performance of any Selected Investment, other Investment or your Starship Investing Account may differ materially from investment gains and avoidance of investment losses projected, described, or otherwise referenced in forward-looking statements, and the projected returns associated with any Investment may not materialize.

- By participating in the Program you may lose opportunities to make other investments and to realize gains from such other investments.
- The services provided under this Advisory Agreement, including any Selected Investment, are highly reliant on the Client Information, including the accuracy thereof, you provide through the Application. If you provide inaccurate or incomplete information, or information you provided becomes inaccurate or incomplete, this could materially impact the quality and applicability of the advice you receive through the Program. Further, you understand that the Application currently focuses on your investment time horizon, risk tolerance, and medical expenses, when making any Selected Investment. There are many other components of Client Information that are not currently considered by the Program or the Application when providing investment advice. If you believe that there is additional information relating to your investment objectives and financial circumstances that should be considered to inform the investment advice the Program provides, this may not be the appropriate program for you.
- The services provided under this Advisory Agreement, including any Selected Investment, are highly reliant on the accurate performance of the algorithms underlying the Application and the portfolio management system and the technology that generates such algorithms, among other things. A malfunction or failure in either an algorithm or the underlying technology could cause you to receive a Selected Investment that is not suitable based on your risk tolerance, investment time horizon, and medical expenses, and to experience losses, some or all of which could be significant. A malfunction, computer equipment failure, loss of internet access, viruses or other events may impair access to the services provided under this Advisory Agreement.
- The algorithm underlying the Application relies on a number of assumptions based upon a limited amount of Client Information provided through the Application and a number of other variables. Any one or all of these assumptions, whether or not supported by past experience, could prove over time to be incorrect, which could result in significant losses. There is no guarantee that the algorithm or Starship's Selected Investments will necessarily produce the intended results, and they may prove incorrect and/or cause you to not achieve your investment objectives.
- The investment advice we provide and other information that appears on the Application may be time sensitive, especially during times of significant market volatility and when there are time limits on the availability of a particular investment product. Thus, our investment advice and other information on the Application may be subject to different interpretations as market conditions and other factors change.
- Data provided by Starship may not be free from error or inaccuracies.
- We rely on third parties – often to a material extent – for the provision of the Investments, market statistics, Selected Investment details, performance, and related information. Although we believe these third party service providers are generally reliable, there could be errors that are beyond our control in the information and/or services they provide and such errors could compromise the quality of our investment advice and otherwise compromise our ability to perform under this Advisory Agreement. Further, some or all of these agreements may allow the third party service provider to terminate the agreement for any reason or no reason at all with no advance notice to us. In such instances, our ability to perform under this Advisory Agreement could be materially compromised.
- Failures, delays, and/or interruptions in the timely or proper execution of trades and trading instructions may occur for any reason, including but not limited to the following: any kind of interruption of the services provided by the Broker or the Custodian, the inability to communicate with the Broker or Custodian, hardware or software malfunction failure or unavailability, or force majeure.
- Volatility and liquidity conditions for a security may prevent you from selling such security at all or at a favorable time or price and/or you may be forced to sell at a significant discount to market value. In addition, ETFs may be adversely affected by volatility and liquidity conditions as they manage their holdings.
- The securities held in your Starship Investing Account generally are valued based on reasonably available exchanged-traded security data, but we may receive or use inaccurate data that could adversely affect valuations, among other things.

16. Limitation of Liability and Indemnification

To the fullest extent allowed by applicable law, you agree and understand that Starship and its affiliates, officers, directors, employees, representatives, successors, assigns, and authorized agents (collectively, the “Indemnified Persons”) will not be liable under this Advisory Agreement for their actions or omissions absent their gross negligence, willful misconduct, or violation of applicable law. Except where prohibited by applicable law, Starship and its Indemnified Persons will not be liable for any losses incurred or damages (including, but not limited to, lost opportunities and lost profits) relating to differences between projected or potential performance and actual results or any service provided under the Customer Agreement.

Without limiting any other indemnity provision of this Advisory Agreement, you shall, to the fullest extent allowed by applicable law, indemnify and hold harmless Starship and its Indemnified Persons from any and all claims, losses, damages, liabilities and expenses arising out of or relating to: (i) any transaction in which Starship or any of its Indemnified Persons acts directly or indirectly as your investment adviser, absent any willful or grossly negligent conduct by Starship or such Indemnified Persons; (ii) your failure to provide true, accurate, complete, and current information (including Client Information) or to update Client Information; (iii) decisions and/or actions that you take or authorize third parties to take on your behalf or that you fail to take; or (iv) any direction or communication you provide with respect to this Advisory Agreement or your Starship Investing Account (including deposits, withdrawals, or transfers of assets to or from such account).

Without limiting the generality of the foregoing, except where prohibited by applicable law, Starship and its Indemnified Persons will not be liable for any indirect, special, incidental or consequential damages or other losses (regardless of whether such damages or other losses were reasonably foreseeable).

In addition to the above indemnities, subject to applicable law, neither Starship nor its Indemnified Persons shall be liable for the acts or omissions of their vendors or other contractors, including the ACH Operator or the Custodian.

You agree to be bound by the National Automated Clearing House Association (“NACHA”) operating rules and any applicable local ACH operating rules. You acknowledge that mismatched, incorrect, or incomplete identifying information regarding your funding source or in payment instructions to make a deposit may result in an ACH transfer being rejected, lost, posted to an incorrect account, or returned to the originating bank without notice to you. You agree that Starship may request and the ACH Operator or Custodian may make ACH transfers for withdrawals solely by reference to the account number of the recipient. None of Starship, its affiliates, or the ACH Operator shall be obligated by any provision of this Advisory Agreement or any other agreements governing your participation in the Program to determine whether there is a discrepancy relating to names or account numbers in transfers between your Starship Spending Account and your funding source or Starship Investing Account. You agree to indemnify and hold Starship and the other Indemnified Persons harmless from any and all damages resulting from or relating to any mismatched, incorrect, or incomplete identifying information regarding your deposits or withdrawals. You agree that processing of ACH transfers for deposits or transfers to your HSA Spending Account, through the procedures provided by Brighter Financial, Inc., may be delayed for five Business Days or longer. If you believe a transfer has not been properly credited to you, you agree to notify Starship promptly. You agree that money transferred via an ACH transfer may not be reflected in a deposit credited to your Starship Investing Account during periods of ACH processing delays. You agree that, notwithstanding anything to the contrary in this Agreement or the Customer Agreement, neither Starship nor any of its Indemnified Persons shall be liable for ACH transfer processing delays, any act or omission of, including without limitation any overdraft or other fee charged by any financial institution, or for any act or omission of any service provider or vendor of any such financial institution. Any credit resulting from an ACH transfer associated with a deposit is provisional until the Custodian receives payment. Without limiting any other rights of Starship to delay a transfer from your Starship Investing Account to your Starship Spending Account or deny a request for a transfer from your Starship Investing Account to your Starship Spending Account, Starship reserves the right to delay or prevent a withdrawal of the proceeds of any deposit pending verification of final payment. If the Custodian does

not receive final payment, or if your Starship Investing Account has been credited by mistake, you hereby agree to reimburse the Custodian and/or Starship, as applicable, for such final payment or the amount of such erroneous credit, as applicable.

The federal and state securities laws impose liability under certain circumstances on persons who act in good faith. Consequently, nothing in this Advisory Agreement shall waive or limit any rights that you may have under federal or state securities laws.

If Starship or any of its affiliates is served with levies, attachments, garnishments, summons, subpoenas, court orders, or other legal process which name you as debtor or otherwise, Starship or such affiliate shall be entitled to rely upon the representations, warranties, and statements made in such legal process. You hereby agree that Starship or any affiliate may respond to any such legal process in its own discretion without regard to jurisdiction or forward such legal process to the Custodian or such other party as may be appropriate. You hereby agree to hold harmless and indemnify Starship and its affiliates for any losses, expenses, and costs, including attorneys' fees, incurred as a result of responding to such legal process or forwarding such legal process to the appropriate entity.

If Starship or any affiliate receives written notice from a personal representative, executor or administrator purporting to represent your estate, Starship or such affiliate shall be entitled to rely on all figures supplied and representations made in such written notice if Starship or such affiliate is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

Starship shall not be liable for (i) force majeure or other events beyond the control of Starship, including without limitation any failure, default, or delay in performance resulting from computer or other electronic or mechanical equipment failure, malfunction or unavailability, unauthorized access, theft, operator errors, governmental, judicial, or regulatory restrictions, exchange or market rulings or suspension of trading, strikes, failure of common carrier or utility services, severe weather, or breakdown in communications not reasonably within the control of Starship or other causes commonly known as "acts of god", whether or not any such cause was reasonably foreseeable, or (ii) general market conditions unrelated to any violation of this Advisory Agreement by Starship.

17. Entire Agreement, Amendments, and Notice

You acknowledge and agree that this Advisory Agreement, as it may be amended from time to time in accordance with its terms, constitutes the entire and final understanding with respect to the subject matter of the Advisory Agreement. You acknowledge and agree that this Advisory Agreement, and the terms and conditions contained herein, supersedes any prior Advisory Agreement or similar contracts you entered into with Starship.

Pursuant to the ESIGN Agreement you executed concurrently with this Advisory Agreement, you acknowledge that the usual way Starship will provide you notice under this Advisory Agreement, including notices of new versions of this Advisory Agreement when modified pursuant to the terms and agreements hereof, is by posting such notices on the Website and/or the Application and by email. You agree to check the Website and/or the Application and your email frequently. If required by applicable law or if it decides in its sole discretion, Starship will provide you with notices by other means, including the Application, e-mails linking to the Website, other e-mails, and text messages.

Nothing in this Advisory Agreement shall be deemed waived or amended without the prior express written consent of Starship executed by a duly authorized representative of Starship. Starship may amend this Advisory Agreement from time to time by adding, revising, or deleting any terms or conditions, upon notice to you. Although Starship may e-mail you about changes to this Advisory Agreement, the usual way for Starship to notify you of amendments is to post notice on the

Website and/or the Application, which will be available, subject to Starship’s Terms of Use, for you to access, download, review, print, and retain.

You agree to check the Website and/or the Application as well as your email (provided at account opening) for new versions of this Advisory Agreement. You agree that, by keeping your Starship Investing Account or using the services provided in the Program without objecting after Starship posts a new version of the Advisory Agreement, you will agree to and accept all terms and conditions of this Advisory Agreement as so amended.

Any amendment or modification to this Advisory Agreement will be effective on the date determined in accordance with the terms and conditions discussed herein.

18. Governing Law

Except to the extent that it is preempted by federal law, the law of the State of New York (without regard for conflicts of law principles) will govern the construction, validity, and administration of this Advisory Agreement. However, nothing in this Advisory Agreement will be construed contrary to the Investment Advisers Act of 1940, as amended (the “Advisers Act”).

19. Assignment of Agreement

You may not assign your rights or obligations under this Advisory Agreement without the prior express written consent of Starship. Starship shall not assign (within the meaning of the Advisers Act) its rights or obligations under this Advisory Agreement without your consent, provided however that you will be deemed to have consented to an assignment if you do not object to such assignment within 30 calendar days of being notified through the Application or by e-mail of any intent of Starship to assign such rights or obligations. You further agree that any reorganization, restructuring, or other transaction affecting the ownership of Starship will not be deemed to be an assignment (within the meaning of the Advisers Act) of this Advisory Agreement, so long as such reorganization, restructuring, or transaction does not result in a change of actual control or management.

20. Arbitration Agreement

THIS ADVISORY AGREEMENT CONTAINS AN ARBITRATION PROVISION. BY ENTERING INTO THIS ADVISORY AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- **ALL PARTIES TO THIS ADVISORY AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED;**
- **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED;**
- **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;**
- **THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD EXCEPT IN VERY LIMITED CIRCUMSTANCES;**

- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY;**
- **THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION; AND**
- **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS ADVISORY AGREEMENT.**

THIS ARBITRATION PROVISION SHOULD BE READ IN CONJUNCTION WITH THE DISCLOSURES IN THIS ADVISORY AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN STARSHIP AND THE CLIENT OR THEIR REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS, ARISING OUT OF, IN CONNECTION WITH, FROM, OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS ADVISORY AGREEMENT OR OTHER AGREEMENTS RELATING TO YOUR PARTICIPATION IN THE PROGRAM, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF STARSHIP'S BUSINESS OR THE CLIENT'S HSA INVESTING ACCOUNT (COLLECTIVELY, "CLAIMS"), SHALL BE CONDUCTED SOLELY BY ARBITRATION PURSUANT TO THE RULES THEN IN EFFECT OF THE AMERICAN ARBITRATION ASSOCIATION. ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE UPON THE OTHER PARTY. 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. ANY SUCH ARBITRATION SHALL BE HELD IN THE CITY AND STATE WHERE STARSHIP'S PRINCIPAL OFFICE IS LOCATED AT THE TIME SUCH ARBITRATION IS COMMENCED. THE PARTIES AGREE THAT THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED ON A CLASS ACTION BASIS, AND THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING A CLASS ACTION LAWSUIT OR ARBITRATION AGAINST STARSHIP OR ITS REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS, OR CONTROL PERSONS WITH RESPECT TO ANY CLAIMS.

Notwithstanding the foregoing or anything to the contrary in this Advisory Agreement, in no way shall this Advisory Agreement constitute a waiver or limitation of rights that the Client may have under federal or state securities laws to pursue a remedy by other means if and to the extent such laws guaranty such right to the Client and do not permit the waiver thereof.

21. Delivery of Brochure and Relationship Summary

You acknowledge receipt of the Starship Wrap Fee Program Brochure (the "Brochure") and the Brochure supplement, to the extent one exists, and Relationship Summary delivered electronically and available on the U.S. Securities and Exchange Commission's Investment Adviser Public Disclosure webpage on www.adviserinfo.sec.gov, which contains certain disclosures concerning brokerage practices, risk factors and potential conflicts of interest, all of which may be amended from time to time subject to law. You may also obtain a copy of the Starship's Brochure and the Brochure supplement, if applicable, and Relationship Summary, upon request by emailing support@starshiphsa.com.

22. Confidentiality, Privacy, and Trusted Contact

The information you provide to Starship, including your personal information, is subject to the terms of Starship's Privacy Policy, which is available at <https://www.starshiphsa.com/> and on the Application. By entering into this Advisory Agreement, you acknowledge receipt of the Privacy Policy, which Starship may amend from time to time by posting new versions on the Website and the Application. You may also obtain a copy of the Starship's Privacy Policy upon request by emailing support@starshiphsa.com.

Except as required by law or requested by regulatory authorities, Starship agrees to maintain in strict confidence all of your nonpublic personal and financial information that you furnish to Starship, except for information that you explicitly agree to share publicly. You agree that you shall not use investment advice or other confidential information you receive from Starship for developing a service that competes with the Application or the services of Starship or any of its affiliates.

You consent to Starship recording and/or monitoring your telephone calls and electronic communications with representatives and associated persons of Starship without further notice. You expressly authorize Starship representatives or associated persons to contact you for purposes of evaluating the offering of the advisory services, the Program, and other products and services by calling or e-mailing at the telephone number(s) and/or e-mail address(es) you provide in connection with your Starship Investing Account, including any additional or updated telephone numbers or e-mail addresses. The authorization in the preceding sentence will remain in effect unless and until you specifically revoke it by notifying Starship or associated persons with whom you are in contact.

Furthermore, you may appoint an adult at least 18 years of age as a Trusted Contact Person whom we may contact about your Starship Investing Account. We may disclose information about your Starship Investing Account to your Trusted Contact Person in order to address possible wrongful or unauthorized use of your assets or to confirm the specifics of your contact information, health status, or the identity of any legal guardian, executor, trustee, or holder of a power of attorney.

23. Client Information

For purposes of this Advisory Agreement, “Client Information” means all information about you, which may include, among other things, information about your identity, liquidity needs, age, e-mail address, physical address, location, nationality, citizenship, tax residency, financial situation, medical expenses, or other information which you supply through the Application.

You acknowledge and agree that Starship relies on the Client Information you provide through the Application to provide the advisory services under the Program, including the Application’s Selected Investments. You further acknowledge and agree that Starship shares some or all of the Client Information with the Custodian/Broker and that, subject to the terms and conditions of the Customer Agreement, the Custodian/Broker relies on such Client Information to perform certain compliance functions including verifying your identity for customer identification purposes and anti-money laundering purposes and confirming that United States firms like Starship and Broker/Custodian are permitted to provide you with services under applicable United States economic sanctions against various countries, individuals, and organizations.

You represent and warrant to Starship that all Client Information you supply is true, accurate, complete, and current. Without limiting the generality of the preceding sentence, you represent and warrant that you are neither insolvent nor have you been found by a court or regulatory body to be bankrupt or insolvent through a judicial or regulatory proceeding. You agree to update any Client Information you provided Starship that is no longer accurate promptly using the Application.

24. Terms of Use

You acknowledge receipt of the Terms of Use at <https://www.starshiphsa.com/> or on the Application, which apply to the Application and your use of the services offered through the Program contemplated hereunder and agree to adhere to the Terms of Use throughout your participation in the Program.

25. Miscellaneous

Headings in this Advisory Agreement are descriptive and for convenience only and shall not be construed as altering the scope of the rights and obligations created by this Advisory Agreement. Defined terms shall have their assigned meanings wherever used in this Advisory Agreement or any of the agreements governing your participation in the Program, regardless of whether defined in this Advisory Agreement or used in the singular or the plural. Unless expressly provided otherwise, the word “including” shall be construed as introducing examples of a category without limiting such category and shall therefore be construed as if the word “including” were replaced with the phrase “including but not limited to” or “including without limitation.”

No course of dealing between you and Starship, nor any delay by Starship in exercising any rights or remedies hereunder, shall be deemed to be a waiver of any such rights or remedies. Any waiver of such rights or remedies shall not be construed as a waiver of any other right or remedy. Any right or remedy may be exercised as often as Starship may determine in its sole discretion, and a waiver granted on one occasion shall not be construed as applying to any other occasion.

You acknowledge that the Program is intended for natural persons who are citizens or other lawful residents of the United States and who are located in the United States, and that neither Starship nor its affiliates intend to offer the Program, any securities, or any other products or services outside of the United States. You acknowledge that Starship and its affiliates do not offer the Program to non-resident aliens subject to tax withholding. Neither Starship nor its affiliates represent or warrant that any aspect of the Program, including information available from the Website and information provided through the Application, complies with any law or regulation of any jurisdiction outside of the United States. You represent and warrant that you are a lawful resident of and located in the United States and that you have been lawfully issued by the government of the United States the social security number or tax identification number you provided to Starship when applying for your Starship Investing Account using the account opening functionality through the Application.

You represent and warrant that you have the full power and authority to enter into this Advisory Agreement. You certify that you are of legal age to enter into contracts in the state where you live. You agree that, when you sign as described herein, this Advisory Agreement will have been duly authorized and will be binding. You acknowledge that you are solely responsible for carefully reviewing and understanding all terms and conditions of this Advisory Agreement. You acknowledge and agree that you are fully responsible for all acts and omissions relating to the use of the Application, including the deposit and contributions to and transfers from your Starship Investing Account, by any person who uses your user account and password(s), as described in the Terms of Use. You may not share your password(s) with others, and you must notify Starship immediately if you know or suspect that the confidentiality of your password(s) has been compromised. You are the only person who may use your user account and password to access the Application and your Starship Investing Account.

You represent and warrant that no term of this Advisory Agreement conflicts with or violates any duty you have under any law, regulation, or agreement.

If any provision of any of this Advisory Agreement or other agreement related to the Program and your Starship Investing Account is held unenforceable or invalid under any law, rule, or administrative or judicial order or decision, that holding shall not alter the enforceability or validity of this Advisory Agreement’s remaining provisions. Without limiting the foregoing, if any portion of the Arbitration Agreement set forth above is invalidated, such invalidation shall not invalidate the remaining portions of the Arbitration Agreement.

Electronic Signature

If you want to participate in the Program and have carefully reviewed this Advisory Agreement, including the PRE-DISPUTE ARBITRATION CLAUSE ABOVE, then please click or tap “Accept and continue.”

BY CLICKING OR TAPPING “ACCEPT AND CONTINUE” I AGREE TO ENTER INTO THIS ADVISORY AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Starship Securities LLC

54 King Street
New York, NY 10014
<https://www.starshiphsa.com/>
support@starshiphsa.com

Form ADV Part 2A- Wrap Fee Brochure

April 24, 2020

This wrap fee program brochure provides information about the qualifications and business practices of Starship Securities LLC (CRD # 306945) (“Starship” or “Firm”). If you have any questions about the contents of this Brochure, please contact us via email at support@starshiphsa.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission (the “SEC”) or by any state securities authority.

Starship is a registered investment adviser. Registration of an investment adviser does not imply any level of skill or training. The oral and written communications of an adviser provide you with information that you may use to determine whether to hire or retain them.

Additional information about Starship is also available on the SEC’s website at www.adviserinfo.sec.gov. You can search this site by using a unique identifying number, known as a CRD number. The CRD number for Starship is 306945. The SEC’s website also provides information about any persons affiliated with Starship who are registered, or are required to be registered, as investment adviser representatives of Starship.

Item 2 – Material Changes

This document is the initial Part 2A of Form ADV: Firm Brochure (the “Brochure”) for Starship. Pursuant to SEC requirements and rules, you will receive a summary of any material changes to this Brochure within one hundred twenty days of the close of Starship’s fiscal year.

This Brochure may be requested at any time, without charge, by contacting Starship at support@starshiphsa.com or by checking our website at <https://www.starshiphsa.com/>.

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Item 4 – Services, Fees and Compensation

Starship was formed on October 2, 2019. Additional information about Starship is available on the SEC’s website at www.adviserinfo.sec.gov. You can search this site by using a unique identifying number, known as a CRD number. The CRD number for Starship is 306945. The SEC’s website also provides information about any persons affiliated with Starship who are registered, or are required to be registered, as investment adviser representatives of Starship.

Starship is a registered investment adviser (“RIA”) that offers a wrap fee program to its advisory clients (each a “Client,” and collectively, “Clients”) through an online web-based application.

Starship is a privately held company headquartered in New York, New York. Information about Starship’s organizational and ownership structure is provided on Part 1 of Starship’s Form ADV, which is available online at <http://www.adviserinfo.sec.gov>.

Wrap Fee Program

Starship provides web-based discretionary investment advisory services to separately managed accounts of individuals in a program that bundles or “wraps” services together and charges a single fee based on the value of assets under management (the “Program”). The services included in the wrap are advisory, trade execution, clearance and custody and reporting. Starship interacts with its Clients primarily through a software application that is available through mobile platforms, which can be downloaded at <https://www.starshiphsa.com/> (the “Application”). The advisory services are delivered solely through the Application. Starship does not provide investment advice in person or over the phone or in any manner other than through the Application. Additional information about Starship’s products and services is provided in Starship’s Form ADV Part 1 available at <http://www.adviserinfo.sec.gov>. Starship encourages visiting its website, <https://www.starshiphsa.com/>, for additional information.

Clients utilize the Application to access automated, discretionary investment advice from Starship, which seeks to help them meet their financial goals, within their respective investment risk and financial parameters. Each Client inputs their personal information, including age, financial resources, and investment goals and objectives via an interactive questionnaire within the Application. Starship will utilize the information from the questionnaire to tailor its investment recommendations in accordance with Clients’ investment risk and financial parameters and objectives. The Application will then automatically invest Client assets in one of three different portfolios constructed using low cost, exchange traded funds (“ETFs”). Starship offers three model portfolios - Conservative, Balanced and Growth. Starship provides investment advice only with respect to a limited type of investment, ETFs. Clients should understand the portfolios and software and rely upon the information provided by the Client and Starship does not capture any additional information not covered in the questionnaire in making its risk assessment and providing its investment advice.

Starship creates investment portfolios and directly manages accounts for Clients. Starship has the authority to manage Client accounts on a discretionary basis. Clients should understand the Starship Wrap Fee Program is a discretionary investment advisory program, and not a self-directed brokerage service. Unlike self-directed brokerage accounts, Starship Clients do not enter individual buy and sell orders for specific securities to be executed at particular times. Rather,

Starship places orders to buy and/or sell securities consistent with the discretionary authority granted to it by Clients, which includes, among other things, the authority to select which securities to buy and sell and when to place orders for the execution of securities. If you want to control the specific time during the day that securities are bought and sold in your account (e.g., you want the ability to “time the market”), you should not use Starship’s service. Starship trades in Client accounts for any number of reasons, including in response to Client actions such as deposits or withdrawals. Starship also trades in order to rebalance Client accounts, to change investment options, or otherwise to further the investment objectives that Clients specify via Starship’s Application.

Clients are obligated to update their information through the Application promptly if there are changes to their financial situation, goals, objectives, personal circumstances, time horizon or if other relevant information changes or becomes available.

The investments in each Client’s account are held in a separate account, as explained further below, in the name of the Client at an independent custodian, and not with Starship. All accounts managed through the Application are required to use DriveWealth LLC (“DriveWealth”) as the independent custodian, as well as for clearing and execution services.

The ETF shares purchased or sold on behalf of a Client and/or held in Client accounts may be either whole shares or fractional shares. Starship enables dollar based investing, whereby Starship can buy a fixed dollar amount rather than whole shares. Starship aggregates all dollar based purchases and places whole share orders for executions. Thereafter, Starship allocates the fractional shares to the individual Client accounts. Fractional shares, however, are typically not transferrable outside of a Client’s investing account because the financial system in the United States currently is structured only to accommodate transfers of full shares. As a result, fractional shares may not be marketable or transferrable to another brokerage account. In the event of a liquidation or transfer of the assets in a Client’s Investing Account to another account, Starship may convert such fractional shares to cash.

Clients will receive Starship’s Advisory Agreement, which further details the services Clients will receive, fees charged to Clients, and the conditions of the Starship-Client relationship. Importantly, Starship does not provide overall financial planning services, nor does it provide legal or tax advice.

Brighter Financial Inc. offers a Health Savings Account (“HSA”), which enables its Clients to save, spend and invest in their healthcare. Brighter Financial Inc. aims to maximize the growth of its Client funds by providing higher interest rates and automatic investing by Starship in low cost, and reputable ETFs. A Client that wishes to open an investment account (as defined below) with Starship, must select the investment option in the Application. Every Client that selects the investment option in the Application has two accounts with Brighter Financial Inc. - one for savings (the “spending account”) and one for investing (the “investment account”). Funds from a Client’s spending account that meet a designated overflow threshold are added to their investment account and are automatically invested in portfolios of ETFs.

Fees and Compensation

The Program charges a “wrap” fee which allows Clients to pay a single fee for investment advisory services (the “Fee”), which includes a Membership Fee and an Advisory Fee (if applicable), as described below. The Fee is not based upon transactions in a Client account, but rather is a bundled fee, which includes the costs for advisory services, execution, clearance, custody and account reporting.

Starship will charge a fixed membership fee of \$1.00 per month (the “Membership Fee”) payable monthly in arrears for all accounts that have selected the investment option and added funds to the investment account. A Client will not be charged a Membership Fee if there are no funds in its investment account. For accounts with average daily balances in their investment account of \$5,000.00 or greater as of the last day of the month, Starship charges an additional annual investment advisory fee (the “Advisory Fee”) of 0.35% (or 35 basis points) of the amount over \$5,000.00, payable monthly in arrears. A Client that has an investment account with an average daily balance of \$5,000.00 or greater will continue to be assessed the additional 0.35% (or 35 basis points) monthly fee on the amount over \$5,000.00, even if the value of the Client’s investment account falls below \$5,000.00 in any subject month, as long as the average daily balance is \$5,000.00 or greater at the end of the month. The Fee is not prorated for partial months. All Fees are charged monthly, in arrears. Fees for the preceding month will be billed on the first day of each month based upon average daily balances on the last day of the previous month and collected on or before the 15th day of the month billed. Fees may only be paid from a Client’s investment account.

Starship will deduct the monthly Fee, including the Membership Fee and Advisory Fee (if applicable), from the Client’s investment account. All Starship investment models will normally hold at least two percent (2.0%) of the portfolio in cash or cash equivalents. If the portion invested in cash equivalents is not adequate to cover the monthly Fee, then Starship will liquidate sufficient shares of ETFs from the Client’s investment account to provide funds to pay the Fee. Each time a Client uses our advisory services, they reaffirm their agreement that Starship may charge the investment account, as applicable. In the event Starship cannot charge the investment account, it reserves the right to terminate a Client’s access to its advisory services. Termination of accounts will be undertaken at Starship’s sole discretion. Each Client may also terminate its account at any time. Upon full termination of a Client’s investment account and deselection of the investment option, assets are liquidated as soon as practicable, and money is returned to the Client via the Client’s spending account less any Fee due and owing, if applicable. Once the account termination process is initiated, Starship will receive the Membership Fee and an Advisory Fee (if applicable) from the Client with respect to the Client’s investment account, which will be deducted from the transferring proceeds.

Starship reserves the right to waive its Fees or any parts thereof for any period for any Client in Starship’s sole discretion. To this end, Starship may, from time to time, elect to launch programs or initiatives whereby one or both of the Fees may be waived, in whole or in part, for certain categories of Clients. Any such program or initiative (i) is entirely discretionary to Starship, and may be expanded, narrowed, suspended, cancelled or modified at any time by Starship; and (ii) will be subject to any rules, guidelines and/or terms and conditions created by Starship in connection therewith (which rules, guidelines and/or terms may be included in Application landing pages on the Application and/or elsewhere). To the extent any such program or initiative is canceled or terminated, Clients will once again be charged the then-current Fees on a going-

forward basis. Starship shall have sole discretion in determining whether or not any existing Client or potential Client meets the requirements to participate in and/or benefit from any such program or initiative, and Starship shall not be liable to the Client or any other party in connection with any such decision and/or in connection with the administration of any such program or initiative generally.

Clients should understand that the wrap fee program was designed for frequent investing and therefore, the fee structure might not be appropriate for individuals intending to make only a few and/or infrequent small-dollar investments. The \$1.00 per month Membership Fee may constitute a significant fee on a percentage basis, depending on the amount a Client has invested. For example, if a Client were to invest \$6.00 and not make any other deposits, then, without taking into account other charges or fees directly or indirectly payable by that Client's account (as described below), the Client will have paid Starship an amount equal to the full amount of the Client's investment (i.e., \$6.00) within six months of the Client's initial deposit. This may potentially be a greater fee than the Client would pay to other investment advisers which permit Clients to invest such an amount.

Starship believes its wrap fee is reasonable considering the quality and scope of the services it provides and the fees charged by other investment advisers offering similar services/programs. However, by participating in a wrap fee program, Clients may end up paying more or less than they would through a non-wrap fee program where a lower advisory fee is charged but trade execution costs are passed directly through to the Client by the executing broker. In that scenario, Clients would be responsible for any other fees charged by other parties, including the custodian, clearing and executing broker, DriveWealth. Clients could also invest in ETFs and other securities directly without Starship's services. In that case, Clients would not receive the services provided by Starship, which are designed, among other things, to determine which investments are appropriate for the portfolio and the Client's account.

Other Account Fees

The Program includes all trade charges applicable to an account. However, Starship's Fees do not include other related costs and expenses. A Client may incur certain charges imposed by custodians and other third parties. These include transfer fees, administrative fees and other fees and taxes on brokerage accounts and securities transactions. The issuer of some of the securities or products purchased for Clients, such as ETFs, may charge product fees that affect Clients. Starship does not charge these fees to Clients and does not benefit directly or indirectly from any such fees. 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 a Client's portfolio performance or an index benchmark comparison. These fees are in addition to the Membership and Advisory Fees Clients pay to Starship. Clients should review all fees charged to fully understand the total amount of fees they will pay.

Item 5 – Account Requirements and Types of Clients

The Starship Program is designed to provide investment advisory services to individuals who are United States citizens (“U.S.”), legal U.S. residents or non-resident aliens with eligible visas types, all of which must have a social security number and maintain a checking account with a U.S. bank. Clients must also over 18 years of age and enrolled in a high-deductible health insurance plan (“HDHP”) to make contributions to your HSA.

Participation in the Program requires that the Client successfully complete a new account application, including submitting various personally identifiable information required by U.S. federal law. Clients approved for an investment advisory account must maintain a brokerage account at Starship’s custodian, DriveWealth.

There are no minimum or maximum account size requirements. However, Starship reserves the right to impose a minimum or maximum account size or value in the future at its discretion. Fees are not negotiable. Starship further reserves the right to require additional disclosure information from Clients with accounts in excess of \$100,000.

Item 6 – Portfolio Manager Selection and Evaluation

Portfolio Managers and Advisory Business

Starship's business is the investment advisory services provided through the Program. Please refer to Item 4 for information pertaining to our advisory business.

Starship exercises discretion over Client accounts or Client assets. Starship automatically invests Client assets in ETF portfolios for clearing and execution through DriveWealth.

The Program offers three model portfolios. The Application will suggest a model portfolio for each Client based upon responses to Starship's investor questionnaire, which includes questions regarding a Client's investment objectives and risk and financial parameters. For example, more conservative risk scores are typically associated with a portfolio that has a greater percentage of assets allocated to fixed-income and cash asset classes, rather than to the equity asset class. However, more aggressive risk scores are typically associated with a portfolio that has a greater percentage of assets allocated to the equity asset class, rather than to fixed-income and cash asset classes.

A Client may select an alternate model and adjust their model selection once per month based on their investment objectives and risk and financial parameters. If a Client wishes to select an alternate model, the Application will generate a prompt to inform them that the portfolio chosen was not recommended based upon their responses to the investor questionnaire in the Application. A Client is required to acknowledge the risk of selecting an alternate model before the change is affected in the Application. If Starship recommends a Conservative portfolio to a Client, and the Client selects the Growth portfolio, they will receive a prompt which indicates that the selected portfolio has greater risk than the portfolio that was recommended based on the Client's investment objectives and risk and financial parameters. The Client will be prompted to review and amend their response to the investor questionnaire in order to select the Conservative portfolio. If a Client amends their responses to the investor questionnaire, then their risk tolerance and model recommendation will be recalculated. If the newly recommended portfolio is the Balanced or Growth portfolio, then the Client's requested change will be processed. However, if the Conservative portfolio remains the recommended portfolio, then the Client's selection will not be processed.

The ETFs that comprise Client portfolios are selected via Starship's internal selection criteria and the model portfolios are rebalanced no less than quarterly by Starship. The securities included in each Client portfolio have been researched and approved by Starship's Investment Committee. As of the date of this Brochure, Starship's Investment Committee is comprised of Sean Engelking, Adam Pruden, Andy Germann, Suraj Mehta, and Michael Koch. Starship's internal selection criteria includes, but is not limited to, assessing an ETF's exposure to a given asset class or sector, how well the ETF tracks its benchmark, the ETF's management fee, the liquidity prospect of the ETF or other security vis-à-vis Starship portfolios and the management of the ETF. ETFs themselves are managed by the relevant fund manager/sponsor. Starship does not manage, control or receive compensation from ETF or other managers. Rebalancing and initial investments are only performed during specific hours each day. There are inherent risks to the use of model portfolios which may result in loss of capital. Each Client's account performance will be calculated through a time-weighted return.

Performance-Based Fees and Side-by-Side Management

Starship does not charge any performance-based fees that are based on a share of capital gains on or capital appreciation of the assets of a Client.

Methods of Analysis, Investment Strategies and Risk of Loss

Through qualitative and quantitative due diligence, Starship selects investments for Client accounts. Starship selects ETF portfolios as the investment available through the Application because of their transparency, liquidity, fee models and diversification. Starship's portfolios are designed to help promote diversification and long-term growth as appropriate within the context of Client-specific risk tolerance and investment time horizon.

Starship's investment advice is primarily based on the following principles: (i) equities, as an asset class, generally have a high probability of outperforming other broadly accessible and liquid asset classes in the long-term; (ii) adjusted for fees, low cost ETFs, generally outperform high cost (e.g., alpha-seeking) active funds; (iii) fixed income assets hedge portfolios against equity drawdown (i.e., negative returns); (iv) diversification across asset classes reduces the volatility of investment performance; and (v) adapting investment advice to an investor's emotional biases and personal beliefs results in a greater commitment to consistent investing on the part of the investor.

Starship employs a variety of methods and approaches when considering which ETFs to include. Starship's primary sources of information for such considerations include, among others, data provided by third-party data providers and Client portfolio information from DriveWealth, the third-party custodian. The ETFs made available through the Program represent exposure to a broad array of strategies (e.g., conservative, moderate, aggressive), asset classes (e.g., small-cap, mid-cap, and large-cap US equities, fixed income, real estate, commodities), industries (e.g., healthcare, defense, consumer), and social beliefs (e.g., environmentally focused). In Starship's due diligence and analysis process, Starship focuses on long-term issues related to the management of each ETF. Qualitative factors may include fundamental changes in a manager's investment philosophy, organizational structure (e.g., manager tenure), and financial condition (including any significant changes in total assets under management). Quantitative factors may include adherence to fund objectives, performance, volatility, liquidity, and expenses. No single factor will determine whether an ETF should be added, retained, or eliminated; however, certain factors may carry more weight than others in the final analysis.

As part of the analysis and review process, Starship may add, remove, re-categorize or replace investments offered by the Program. In the event an investment is removed and replaced with another substantially similar investment, Starship will liquidate Client positions to cash and recommend reinvestment in the replacement investment. In the event an investment is re-categorized from a suitability standpoint, the investment may be liquidated to cash if the investment is no longer suitable for the Client.

Investment Strategies

Starship utilizes fundamental analysis to select the ETFs for its model portfolios in which Clients' funds are invested. Starship offers three different model portfolios: Growth, Balanced and Conservative. Starship's Investment Committee has determined the allocation of the ETFs within each model portfolio and rebalances the model portfolios no less frequently than quarterly to

account for valuation changes during the quarter. Starship invests in ETFs that it believes, based upon the Investment Committee's review, are most suitable for its Clients. All dividends from investments are automatically reinvested. Starship's investment strategy is designed to promote diversification and return within the Client-specific risk and suitability limits.

Risk of Loss

Starship does not guarantee the future performance of any Client's account or model portfolio. Clients must understand that investments made via the Program involve substantial risk and are subject to various market, currency, economic, political and business risks, and that those investment decisions and actions will not always be profitable. Clients may lose some or all of the amount invested.

Subject to the Advisers Act, Starship shall have no liability for any losses in a Client's account. The price of any security can decline for a variety of reasons outside of Starship's control, including, but not limited to, changes in the macroeconomic environment, unpredictable market sentiment, forecasted or unforeseen economic developments, interest rates, regulatory changes, and domestic or foreign political, demographic, or social events. There is no guarantee that Starship's judgment or investment decisions about particular securities will necessarily produce the intended results. Starship's judgment may prove to be incorrect, and a Client might not achieve his or her investment objectives.

High volatility and/or the lack of deep and active liquid markets for a security may prevent Starship from selling a Client's securities at all, or at an advantageous time or price because Starship and the Client's broker may have difficulty finding a buyer and may be forced to sell at a significant discount to market value. The Program, by its automated nature, limits excessive trading risk, although human programming error may result in excessive trading. Starship cannot guarantee any level of performance or that any Client will avoid a loss of account assets. Any investment in securities involves the possibility of financial loss that Clients should be prepared to bear.

When evaluating risk, financial loss may be viewed differently by each Client and may depend on many different risk items, each of which may affect the probability of adverse consequences and the magnitude of any potential losses. The following risks may not be all-inclusive but should be considered carefully by a prospective Client before entering the Program. These risks should be considered as possibilities, with additional regard to their actual probability of occurring and the effect on a Client if there is, in fact, an occurrence.

Market Risk - The price of any security or the value of an entire asset class can decline for a variety of reasons outside of Starship's control, including, but not limited to, changes in the macroeconomic environment, unpredictable market sentiment, forecasted or unforeseen economic developments, interest rates, regulatory changes, and domestic or foreign political, demographic, or social events. If a Client has a high allocation in a particular asset class, it may negatively affect overall performance to the extent that the asset class underperforms relative to other market assets. Conversely, a low allocation to a particular asset class that outperforms other asset classes in a particular period may cause that Client account to underperform relative to the overall market.

Investment Risk - There is no guarantee that Starship's judgment or investment decisions about particular securities or asset classes will necessarily produce the intended results. Starship's judgment may prove to be incorrect, and a Client might not achieve his or her investment

objectives. Starship may also make future changes to the investing algorithms and services that it provides. In addition, it is possible that Clients or Starship itself may experience computer equipment failure, loss of internet access, viruses, or other events that may impair access to Starship's software based financial service.

Volatility and Correlation Risk - Clients should be aware that Starship's asset selection process is based in part on a careful evaluation of past price performance and volatility in order to evaluate future probabilities. However, it is possible that different or unrelated asset classes may exhibit similar price changes in similar directions which may adversely affect a Client and may become more acute in times of market upheaval or high volatility. Past performance is no guarantee of future results, and any historical returns, expected returns, or probability projections may not reflect actual future performance.

Liquidity and Valuation Risk - High volatility and/or the lack of deep and active liquid markets for a security may prevent Starship from selling a Client's securities at all, or at an advantageous time or price because Starship and the Client's broker may have difficulty finding a buyer and may be forced to sell at a significant discount to market value. Some securities (including ETFs) that hold or trade financial instruments may be adversely affected by liquidity issues as they manage their portfolios. While Starship values the securities held in Client accounts based on reasonably available exchange-traded security data, Starship may from time to time receive or use inaccurate data, which could adversely affect security valuations, transaction size for purchases or sales, and/or the resulting fees paid to Starship.

Credit Risk - Starship cannot control and Clients are exposed to the risk that financial intermediaries or security issuers may experience adverse economic consequences that may include impaired credit ratings, default, bankruptcy or insolvency, any of which may affect portfolio values or management. This risk applies to assets on deposit with any broker utilized by a Client, notwithstanding asset segregation and insurance requirements that are beneficial to Clients generally. In addition, exchange trading venues or trade settlement and clearing intermediaries could experience adverse events that may temporarily or permanently limit trading or adversely affect the value of securities held by Clients. Finally, any issuer of securities may experience a credit event that could impair or erase the value of the issuer's securities held by a Client. Starship seeks to limit credit risk through ETFs, which are subject to regulatory limits and leverage such that fund shareholders are given liquidation priority versus the fund issuer; however, certain funds and products may involve higher issuer credit risk because they are not structured as a registered fund.

Legislative and Tax Risk - Performance may directly or indirectly be affected by government legislation or regulation, which may include, but is not limited to: changes in investment adviser or securities trading regulation; change in the U.S. government's guarantee of ultimate payment of principal and interest on certain government securities and changes in the tax code that could affect interest income, income characterization, and/or tax reporting obligations.

Foreign Investing and Emerging Markets Risk - Foreign investing involves risks not typically associated with U.S. investments, and the risks may be exacerbated further in emerging market countries. These risks may include, among others, adverse fluctuations in foreign currency values, as well as adverse political, social and economic developments affecting one or more foreign countries. In addition, foreign investing may involve less publicly available information and more volatile or less liquid securities markets, particularly in markets that trade a small number of

securities, have unstable governments, or involve limited industry. Investments in foreign countries could be affected by factors not present in the U.S., such as restrictions on receiving the investment proceeds from a foreign country, foreign tax laws or tax withholding requirements, unique trade clearance or settlement procedures, and potential difficulties in enforcing contractual obligations or other legal rules that jeopardize shareholder protection. Foreign accounting may be less transparent than U.S. accounting practices and foreign regulation may be inadequate or irregular.

Frontier Markets Risks - The risks associated with investing in foreign or emerging markets generally are magnified in frontier markets, also known as “next emerging” markets. Some frontier markets may operate in politically unstable regions of the world and may be subject to additional geopolitical/disruption-of-markets risks.

ETF Risks, including Net Asset Valuations and Tracking Error - ETF performance may not exactly match the performance of the index or market benchmark that the ETF is designed to track because 1) the ETF will incur expenses and transaction costs not incurred by any applicable index or market benchmark; 2) certain securities comprising the index or market benchmark tracked by the ETF may, from time to time, temporarily be unavailable; and 3) supply and demand in the market for either the ETF and/or for the securities held by the ETF may cause the ETF shares to trade at a premium or discount to the actual net asset value of the securities owned by the ETF. Certain ETF strategies may from time to time include the purchase of fixed income, commodities, foreign securities, American Depositary Receipts, or other securities for which expenses and commission rates could be higher than normally charged for exchange-traded equity securities, and for which market quotations or valuation may be limited or inaccurate.

Clients should be aware that to the extent Starship invests in ETF securities, they will pay two levels of compensation \pm the Fee charged by Starship plus any management fees charged by the issuer of the ETF. This scenario may cause a higher cost (and potentially lower investment returns) than if a Client purchased the ETF directly.

ETFs typically include embedded expenses that may reduce the fund’s net asset value, and therefore directly affect the fund’s performance and indirectly affect a Client’s portfolio performance or an index benchmark comparison. Expenses of the fund may include investment adviser management fees, custodian fees, brokerage commissions, and legal and accounting fees. ETF expenses may change from time to time at the sole discretion of the ETF issuer. ETF tracking error and expenses may vary.

Inflation, Currency, and Interest Rate Risks - Security prices and portfolio returns will likely vary in response to changes in inflation and interest rates. Inflation causes the value of future dollars to be worth less and may reduce the purchasing power of an investor’s future interest payments and principal. Inflation also generally leads to higher interest rates, which in turn may cause the value of many types of fixed income investments to decline. The liquidity and trading value of foreign currencies could be affected by global economic factors, such as inflation, interest rate levels, and trade balances among countries, as well as the actions of sovereign governments and central banks. In addition, the relative value of the U.S. dollar-denominated assets primarily managed by Starship may be affected by the risk that currency devaluations affect Starship’s purchasing power.

Short Positions - Starship does not presently, but may in the future, short securities. With a short position, the potential for loss is unlimited.

Derivatives - Starship does not presently, but may in the future, use options within Client portfolios. Options can serve to mitigate risk, but they can also enhance risk by amplifying losses.

Algorithmic Trading - Clients are advised that the Program relies on computer models, data inputs and assumptions in generating trade orders or recommendations (as applicable). Statistical investing models, such as those used by Starship, rely on back-tested information, and, thus, may not operate as expected or intended when events having few or no historical antecedents occur, and, accordingly, may generate losses another manager could have been able to avoid.

Cybersecurity Risks - Starship and its service providers are subject to risks associated with a breach in cybersecurity. Cybersecurity is a generic term used to describe the technology, processes and practices designed to protect networks, systems, computers, programs and data from cyber-attacks and hacking by other computer users, and to avoid the resulting damage and disruption of hardware and software systems, loss or corruption of data, and/or misappropriation of confidential information. In general, cyber-attacks are deliberate, but unintentional events may have similar effects. Cyber-attacks may cause losses to Starship's Clients by interfering with the processing of transactions, affecting Starship's ability to calculate net asset value or impeding or sabotaging trading. Clients may also incur substantial costs as the result of a cybersecurity breach, including those associated with forensic analysis of the origin and scope of the breach, increased and upgraded cybersecurity, identity theft, unauthorized use of proprietary information, litigation, and the dissemination of confidential and proprietary information. Any such breach could expose Starship to civil liability as well as regulatory inquiry and/or action. In addition, Clients could be exposed to additional losses as a result of unauthorized use of their personal information. While we have established business continuity plans, incident responses plans and systems designed to prevent cyber-attacks, there are inherent limitations in such plans and systems, including the possibility that certain risks have not been identified. Similar types of cybersecurity risks also are present for issuers of securities in which we invest, which could result in material adverse consequences for such issuers and may cause a Client's investment in such securities to lose value.

Investment Strategy Risks - There are risks associated with the long-term core strategic holdings. The more aggressive the investment strategy, the more likely the portfolio will contain larger weights in riskier asset classes.

Equity-Related Risks - The prices of equity securities will rise and fall. These price movements may result from factors affecting individual companies, industries, or the securities market as a whole. Individual companies may report poor results or be negatively affected by industry and/or economic trends and developments. The prices of securities issued by such companies may suffer a decline in response. In addition, the equity market tends to move in cycles, which may cause stock prices to fall over short or extended periods of time.

Large-Cap and Mid-Cap Risks - Large-cap and/or mid-cap segments of the stock market bear the risk that these types of stocks tend to go in and out of favor based on market and economic conditions. However, stocks of mid-cap companies tend to be more volatile than those of large-cap companies because mid-cap companies tend to be more susceptible to adverse business or economic events than larger, more established companies.

During a period when large- and mid-cap U.S. stocks fall behind other types of investments, bonds or small-cap stocks, for instance, the performance of investment strategies focused on large- and/or mid-cap stocks will lag the performance of these other investments.

Small-Cap and International Risks - Historically, small-cap and international stocks have been riskier than large- and mid-cap U.S. stocks. During a period when small-cap and/or international stocks fall behind other types of investments, U.S. large- and mid-cap stocks, for instance, the performance of investment strategies focused on small-cap or international stocks may lag the performance of these other investments.

Reliance on Management and Other Third Parties – ETF investments will rely on third-party management and advisers. Starship is not expected to have an active role in the day-to-day management of fund investments. Carried interest and other incentive distributions to fund management may create an incentive towards more speculative investments than would otherwise have been made.

Market Volatility - General fluctuations in the economy may affect the value of one or more investments. In the event of economic volatility, the ability to achieve a favorable return on investments may be severely impeded.

Large Investment Risks - Clients may collectively account for a large portion of the assets in certain investments. A decision by many investors to buy or sell some or all of a particular investment where Clients hold a significant portion of that investment may negatively impact the value of that the investment.

Novel Coronavirus Pandemic, Public Health Emergency and Global Economic Impacts - As of the date of this Form ADV Part 2A, there is an ongoing outbreak of a novel and highly contagious form of coronavirus (“COVID-19”), which the World Health Organization declared a pandemic on March 11, 2020. The outbreak of COVID-19 has caused a worldwide public health emergency with a substantial number of hospitalizations and deaths, and has significantly adversely impacted global commercial activity and contributed to both volatility and material declines in equity and debt markets. The global impact of the outbreak is rapidly evolving, and many country, state and local governments have reacted by instituting mandatory or voluntary quarantines, travel prohibitions and restrictions, closure or reduction of offices, businesses, schools, retail stores and other public venues and/or cancellation, suspension or postponement of certain events and activities, including certain non-essential government and regulatory activity. Businesses are also implementing their own precautionary measures, such as voluntary closures, temporary or permanent reductions in work force, remote working arrangements and emergency contingency plans. Such measures, as well as the general uncertainty surrounding the dangers, duration and impact of COVID-19, are creating significant disruption in supply chains and economic activity, impacting consumer confidence and contributing to significant market losses, including having particularly adverse impacts on transportation, hospitality, tourism, sports, entertainment and other industries dependent upon physical presence. As COVID-19 continues to spread, potential additional adverse impacts, including a global, regional or other economic recession of indeterminate duration, are increasingly likely and difficult to assess.

The extent of the impact of COVID-19 on Starship’s and/or a Client’s operational and financial performance and each Client’s investments will depend on many factors, including the duration and scope of the resulting public health emergency, the extent of any related restrictions implemented, the impact of such public health emergency on overall supply and demand, goods and services, investor liquidity, consumer confidence and levels of economic activity, and the extent of its disruption to important global, regional and local supply chains and economic markets, all of which are highly uncertain and cannot be predicted. The effects of the COVID-19 pandemic

may materially and adversely impact the value, performance and liquidity of a Client's investments, Starship's ability to source, manage and divest investments and Starship's ability to achieve its investment objectives on behalf of its Clients, all of which could result in significant losses to a Client.

In addition, COVID-19 and the resulting changes to global businesses and economies likely will adversely impact the business and operations of Clients, Starship, and their respective affiliates. Certain businesses and activities may be temporarily or permanently halted as a result of government or other quarantine measures, voluntary and precautionary restrictions on travel or meetings and other factors, including the potential adverse impact of COVID-19 on the health of key personnel.

Other Catastrophic Risks - In addition to the potential risks associated with COVID-19 as outlined above, Clients, Starship, and their respective affiliates, may be subject to the risk of loss arising from direct or indirect exposure to a number of types of other catastrophic events, including without limitation (i) other public health crises, including any outbreak of SARS, H1N1/09 influenza, avian influenza, other coronavirus, Ebola or other existing or new epidemic diseases, or the threat thereof; or (ii) other major events or disruptions, such as hurricanes, earthquakes, tornadoes, fires, flooding and other natural disasters; acts of war or terrorism, including cyberterrorism; or major or prolonged power outages or network interruptions. The extent of the impact of any such catastrophe or other emergency on Starship's and/or a Client's operational and financial performance and each Client's investments will depend on many factors, including the duration and scope of such emergency, the extent of any related travel advisories and restrictions, the impact on overall supply and demand, goods and services, investor liquidity, consumer confidence and levels of economic activity, and the extent of its disruption to important global, regional and local supply chains and economic markets, all of which are highly uncertain and cannot be predicted. In particular, to the extent that any such event occurs and has a material effect on global financial markets or specific markets in which a Client participates (or has a material effect on any locations in which Starship operates or on any of its personnel) the risks of loss could be substantial and could have a material adverse effect on Clients or the ability of Starship to fulfill its investment objectives on behalf of its Clients.

Limitations of Disclosure - The foregoing list of risks does not purport to be a complete enumeration or explanation of the risks involved in investing in investments. As investment strategies develop and change over time, Clients may be subject to additional and different risk factors. No assurance can be made that profits will be achieved or that substantial losses will not be incurred.

Please consult Brighter Financial, Inc.'s website <http://www.starshiphsa.com> for additional information regarding the terms of use of its HSAs.

Voting Client Securities

As a matter of Firm policy and practice, Starship does not have any authority to and does not vote proxies on behalf of Clients. Clients retain the responsibility for receiving and voting proxies for any and all securities maintained in such Client's portfolio. Clients will receive proxies and other solicitations directly from the designated custodian.

Starship will neither advise nor act on behalf of the Client in legal proceedings involving companies whose securities are held or previously were held in the Client's account(s), including, but not limited to, the filing of "Proofs of Claim" in class action settlements. Starship will, however, forward to the Client any information Starship receives regarding class action legal matters involving any security held in the account.

Item 7 – Client Information Provided to Portfolio Managers

Starship has access to all Client information with respect to the particular Client accounts managed through the Application. The Application relies on the information provided by the Client through the interactive questionnaire in order to provide investment advice.

Starship gathers information regarding the Client's risk tolerance and investment time horizon. Other information collected by Starship through the questionnaire may include, among other things, information about a Client's identity, liquidity, age, email address, physical address, location, nationality, citizenship, tax residency, medical expenses, savings desires, etc.

Item 8 – Client Contact with Portfolio Managers

Clients may contact Starship via email at support@starshiphsa.com with respect to technical questions regarding the web-based application. Starship provides investment advice only through its Application. Starship's personnel do not offer investment advice via email or telephone.

Item 9 – Additional Information

Disciplinary Information

Registered investment advisers are required to disclose all material facts regarding any legal or disciplinary events that would be material to an evaluation of such adviser or the integrity of such adviser's management. Starship does not have any legal, financial, regulatory, or other 'disciplinary' item to report to any Client. This statement applies to Starship and to every employee of Starship.

Other Financial Industry Activities and Affiliations

Starship requires that Clients use the clearing execution services offered by DriveWealth, an unaffiliated clearing and executing broker and qualified custodian for Starship accounts.

Brighter Financial, Inc. is an affiliate of Starship Securities LLC. Brighter Financial, Inc. offers a HSA to Starship Clients, which enables its Clients to save, spend and invest in their healthcare. Starship earns a Fee based on the amount in its Clients' accounts and therefore may be incented to encourage Clients to set the minimum overflow threshold in their spending account lower in order to increase its Fee. This relationship will be disclosed in Starship's Advisory Agreement and policies and procedures will be adopted to mitigate this conflict of interest.

Brighter Financial, Inc. partners with nbkc Bank, which holds and secures Clients' funds in Starship HSAs. nbkc Bank issues Starship's Clients Starship Mastercards, which is a benefits debit card that can be used by Clients to pay for eligible medical expenses anywhere MasterCard debit cards are accepted. Transactions that exceed a Client's available balance will normally be declined. Brighter Financial, Inc. does not charge overdraft fees or interest. Please see Brighter Financial, Inc.'s website, <http://www.starshiphsa.com>, for additional information regarding its partnership with nbkc Bank.

Code of Ethics, Participation or Interest in Client Accounts and Personal Trading

Starship has adopted a code of ethics (the "Code of Ethics") for all supervised persons of Starship describing its high standard of business conduct and fiduciary duty to its Clients. The Code of Ethics includes provisions relating to the confidentiality of Client information, a prohibition on insider trading, a prohibition of rumor mongering, restrictions on the acceptance of significant gifts and the reporting of certain gifts and business entertainment items, and personal securities trading procedures, among other things. All supervised persons at Starship must acknowledge the terms of the Code of Ethics annually, or as amended. Starship will provide Clients and prospective Clients with a copy of the Firm's Code of Ethics upon request.

Starship anticipates that, in appropriate circumstances, consistent with Clients' investment objectives, it will recommend to accounts advised by Starship to effect the purchase or sale of securities in which Starship, its management persons and/or Clients, directly or indirectly, have a position or interest. Starship's employees and persons associated with Starship are required to follow Starship's Code of Ethics. Subject to satisfying this policy and applicable laws, officers, directors and employees of Starship may trade for their own accounts in securities which are

recommended to and/or purchased for Starship's Clients. The Code of Ethics is designed to assure that the personal securities transactions, activities and interests of the employees of Starship will not interfere with (i) making decisions in the best interest of Clients; and (ii) implementing such decisions while, at the same time, allowing employees to invest for their own accounts. Under the Code of Ethics, certain classes of securities have been designated as exempt transactions, based upon a determination that personal employee transactions in these types of securities would not materially interfere with the best interest of Starship's Clients. Employee trading is continually monitored under the Code of Ethics, and to reasonably prevent conflicts of interest between Starship and its Clients.

Review of Accounts

Starship provides all Clients with continuous access to the Application, which includes real time reporting information about their account status, securities, and balances. Starship will utilize commercially available software to review the curated portfolios periodically, but not less than quarterly, to ensure that they are in line with the parameters of the models. The portfolios will be reviewed periodically to ensure the selected model remains suitable for the Client. Additional reviews of portfolios may be triggered by material changes in variables such as a Client's individual circumstances, or the market, political or economic environment.

DriveWealth prepares account statements showing all transactions and account balances during the prior month. All information relating to Client accounts are provided on the Application. Starship urges Clients to compare DriveWealth account statements with the information available on the Application. Starship requests that Clients reconfirm their current profile information as needed and on an annual basis. Starship, as applicable, conducts reviews when material changes may have occurred to a Client's portfolio or investment objectives. When performed by Starship, Starship will retain the Client account review documentation electronically. Starship considers implications and the volatility associated with each of its chosen asset classes when deciding when and how to rebalance. To the extent possible, every deposit of funds by the Client into his or her investment account will be allocated in accordance with the model selected in the Application. Client accounts may be rebalanced upon the occurrence of any funding of the account, but no less frequently than every quarter.

Client Referrals and Other Compensation

Starship and its related persons do not receive an economic benefit (such as sales awards or other prizes) from any third party for providing investment advice to Clients. However, Starship may receive from a broker-dealer or a fund company, without cost and/or at a discount, certain services and/or products, to assist in monitoring and servicing Client accounts. These may include investment-related research, pricing information and market data, software and other technology that provide access to Client account data, compliance and/or practice management-related publications, discounted or free consulting services, discounted or free attendance at conferences, meetings, and other educational or social events, marketing support, computer hardware or software, and other products used by Starship to assist Starship in its investment advisory business operations.

Starship does not offer cash payments for Client solicitations.

Financial Information

Starship does not require or solicit the prepayment of any fees and does not have any adverse financial condition that is reasonably likely to impair Starship's ability to continuously meet its contractual commitments to its Clients. Starship has not been the subject of any bankruptcy proceedings.

Starship Securities LLC
Form Customer Relationship Summary (CRS)
June 30, 2020

Starship Securities LLC (“Starship” or “we” or “our”) is registered with the Securities and Exchange Commission (the “SEC”) as an investment adviser. Brokerage and investment advisory services and fees differ, and it is important for you to understand these differences. Free and simple tools are available to research firms and financial professionals at Investor.gov/CRS, which also provides educational materials about broker-dealers, investment advisers, and investing.

What investment services and advice can you provide me?

Starship offers web-based, discretionary investment advisory services to retail investors (hereinafter “clients”) that maintain a Health Savings Account (“HSA”) with its affiliate, Brighter Financial Inc. We offer advisory accounts to our clients called wrap fee programs solely through an application. Starship utilizes the information from an investor questionnaire to tailor its investment recommendations in accordance with each client’s investment risk and financial parameters and objectives. Starship provides investment advice only with respect to a limited type of investment, exchange traded funds (“ETFs”). Starship’s wrap fee program offers three model portfolios that each include different allocations of ETFs.

Starship has discretionary authority over client accounts, which means that we are allowed to buy and sell investments in client accounts, without asking clients in advance. This authority is ongoing, and similar to portfolio reviews (discussed further immediately below), may be triggered by material changes in variables such as a client’s investment risk, financial parameters and objectives, as well as the market, political and economic environment. Starship requires that its clients use DriveWealth LLC (“DriveWealth”) as their independent custodian, and for clearing and execution services. We do not have minimum account or investment amount requirements.

Starship monitors client accounts on a periodic basis using commercially available software. Starship reviews the curated portfolios not less than quarterly, to ensure that they are in line with the parameters of the models. The portfolios are also reviewed periodically to ensure that the selected model remains suitable for each client.

For additional information regarding our services, please see Starship’s Form ADV, Part 2A, which is available at starshiphsa.com/adv2 and on the SEC’s IAPD database at www.adviserinfo.sec.gov.

<i>CONVERSATION STARTERS: Ask your financial professional:</i>
<i>Given my financial situation, should I choose an investment advisory service? Why or why not?</i>
<i>How will you choose investments to recommend to me?</i>
<i>What is your relevant experience, including your licenses, education, and other qualifications? What do these qualifications mean?</i>

What fees will I pay?

Starship charges a fixed fee of \$1.00 per month for all client accounts that have funds in their investment accounts. Starship also charges certain client accounts a monthly fee based on the percentage of assets under its management. For client accounts with average daily balances in their investment account \$5,000.00 or more as of the last day of the month, Starship charges an additional annual investment advisory fee of 0.35% of the amount \$5,000.00 or more. Fees are charged monthly in arrears and are not negotiable.

Under the wrap fee program, the asset-based fee includes most transaction costs and fees paid to DriveWealth, which holds your assets (called “custody”), and as a result wrap fees are typically higher than non-wrap advisory fees. Although transaction fees are usually included in the wrap program fee, sometimes you will pay an additional transaction fee (for investments bought and sold outside the wrap fee program).

Due to the nature of the fees assessed under this wrap fee program, the more assets there are in a client’s account, the more a client will pay in fees. Therefore, Starship has an incentive to encourage clients to increase the assets in their accounts.

Starship Securities LLC
Form Customer Relationship Summary (CRS)
June 30, 2020

Starship's wrap fee program includes all trade charges applicable to client accounts. It does not include other related costs and expenses. A client may incur certain charges imposed by other third parties (e.g., transfer fees, administrative fees, other fees). Issuers of ETFs purchased for clients charge fees and expenses that affect clients.

You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. For additional information regarding our fees, please see Starship's Form ADV, Part 2A, which is available at starshiphsa.com/adv2 and at www.adviserinfo.sec.gov.

CONVERSATION STARTER: *Ask your financial professional:*

Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?

What are your legal obligations to me when acting as my investment adviser? How else does your firm make money and what conflicts of interest do you have?

When we act as your investment adviser, we have to act in your best interest and not put our interest ahead of yours. At the same time, the way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the investment advice we provide you. Here are some examples to help you understand what this means:

- We earn a fee based on the amount in client accounts and therefore may be incented to encourage clients to set their minimum overflow threshold in their HSA lower in order to increase our fee.

CONVERSATION STARTER: *Ask your financial professional:*

How might your conflicts of interest affect me, and how will you address them?

For additional information regarding our conflicts of interest, please see Starship's Form ADV, Part 2A, which is available at starshiphsa.com/adv2 and www.adviserinfo.sec.gov.

How do your financial professionals make money?

Our financial professionals receive a salary from Starship.

Do you or your financial professionals have legal or disciplinary history?

No. Neither Starship nor its financial professionals have reportable legal or disciplinary events. Visit Investor.gov/CRS for a free and simple search tool to research Starship and our financial professionals.

CONVERSATION STARTER: *Ask your financial professional:*

As a financial professional, do you have any disciplinary history? For what type of conduct?

For additional information about our investment advisory services, please see Starship's Form ADV, Part 2A, which is available at starshiphsa.com/adv2 and www.adviserinfo.sec.gov. If you would like additional, up-to-date information or a copy of this disclosure, please call 1-866-340-4467.

CONVERSATION STARTER: *Ask your financial professional:*

Who is my primary contact person? Is he or she a representative of an investment adviser? Who can I talk to if I have concerns about how this person is treating me?