



DEPOSIT ACCOUNT CONTROL AGREEMENT
dated as of _____

BMO Bank N.A.
320 South Canal Street, 14W
Chicago, IL 60606

Attention: Negotiation Team

DriveWealth, LLC ("*Customer*")

BMO Bank N.A. ("*Bank*") Deposit Account Number: **2388700** ("*Assigned Account*")

Subject to Security Interest in Favor of: **17a-4 llc** ("*Secured Party*")

Secured Party and Customer hereby notify Bank that Customer has granted to Secured Party a security interest in the Assigned Account and all funds now or hereafter on deposit therein. The parties hereto agree as follows:

1. Control; Agreements of Bank.

This Deposit Account Control Agreement (this "*Agreement*") establishes Secured Party's control over the Assigned Account, and Bank agrees that it will comply with instructions originated by Secured Party directing the disposition of funds in the Assigned Account in accordance with the terms hereof without further consent by Customer. Bank may follow such instructions even if doing so results in the dishonoring by Bank of checks and other items (including electronic payments such as ACH) ("*Items*") presented for payment from the Assigned Account or Bank otherwise not complying with any instruction from Customer directing the disposition of any funds in the Assigned Account.

Bank hereby agrees and confirms to Secured Party that (i) the records of Bank with respect to the Assigned Account will be marked to reflect the security interest in favor of Secured Party, (ii) Bank has not received written notice of any other lien that is currently outstanding in respect of the Assigned Account, (iii) upon Secured Party's request, Bank shall furnish to Secured Party a copy of each regular monthly statement for the Assigned Account, (iv) except for this Agreement, Bank is not, as of the date of this Agreement, party to any agreement with any third party pursuant to which Bank is obligated to comply with instructions of a third party as to the disposition of funds from the Assigned Account, and (v) for the duration of this Agreement Bank shall not, without the prior written consent of Customer and Secured Party, enter into any agreement with any other third party pursuant to which Bank is obligated to comply with instructions as to the disposition of funds from the Assigned Account.

Customer hereby authorizes and directs Bank to link the Assigned Account to any BMO Bank Online Banking for Business ("*OLBB*") or other internet-based service accounts or profiles established by Secured Party with Bank, assign permissions to grant individual users established by Secured Party authority to access and transact with respect to the Assigned Account, and utilize all services and other features available from time to time through OLBB or such other internet-based services in connection with the Assigned Account. Bank may disclose to Secured Party such other information concerning the Assigned Account as Secured Party may from time to time reasonably request.

The Assigned Account remains subject to the applicable deposit account agreement and other agreements and documentation in effect from time to time governing the Assigned Account or services provided in connection with the Assigned Account (the "*Account Documentation*"), provided that if there is any conflict between the Account Documentation and any provisions of this Agreement, then the provisions of this Agreement will control.



2. Access to Assigned Account.

- (a) Until Bank receives a written notice from Secured Party substantially in the form of Exhibit A hereto (a "Notice of Exclusive Control") and such Notice of Exclusive Control becomes effective as provided herein, Customer (and not Secured Party) shall have authority to direct disposition of funds in the Assigned Account and engage in transactions with respect to the Assigned Account. Secured Party agrees that unless and until a Notice of Exclusive Control becomes effective as provided herein, Bank may, without notice to or the consent of Secured Party, honor withdrawal, payment, transfer, or other instructions originated by Customer concerning the disposition of Funds in the Assigned Account. A Notice of Exclusive Control shall be effective when actually received by an officer of Bank's Negotiation Team, 320 South Canal Street, 14W, Chicago, Illinois, 60606, and Bank has had reasonable time to act thereon, but no later than the opening of business on the second Business Day (as defined below) following receipt. A "Business Day" is any day other than a Saturday, Sunday or other day on which Bank is or is authorized or required by law to be closed.
- (b) Upon the effectiveness of a Notice of Exclusive Control, (i) Bank shall not permit any funds to be transferred or withdrawn by Customer from the Assigned Account except with the prior written consent of Secured Party, and (ii) Secured Party shall have exclusive authority to direct the disposition of funds in the Assigned Account and engage in transactions with respect to the Assigned Account (and Customer hereby irrevocably authorizes and directs Bank to comply solely with requests of Secured Party with respect thereto without any further consent by Customer).
- (c) Prior to issuing any instructions on or after the effectiveness of a Notice of Exclusive Control, Secured Party shall provide Bank with such documentation as Bank may reasonably request to establish the identity and authority of the individuals issuing instructions on behalf of Secured Party. Secured Party may request Bank to provide other services (such as automatic daily transfers) with respect to the Assigned Account on or after the effectiveness of a Notice of Exclusive Control; however, if such services are not authorized or otherwise covered under the Account Documentation, Bank's decision to provide any such services shall be made in its sole discretion (including without limitation being subject to Customer and/or Secured Party executing such agreements and other documentation as Bank may require).
- (d) Bank shall be fully protected in acting on any order, direction, or instruction by Secured Party respecting the Assigned Account and the funds on deposit therein without making any inquiry whatsoever as to Secured Party's right or authority to give such order, direction, or instruction, or as to the application of any funds by Secured Party. Bank shall have no obligation to follow instructions of Secured Party set forth herein or otherwise if Bank in good faith believes that it is or may be restricted by law from following Secured Party's instructions.

3. Liability for Charges; Bank Security Interest and Setoff.

- (a) Customer shall be, and at all times remain, liable to Bank (i) to pay all fees, charges, and reimbursable expenses due in connection with the Assigned Account or the services provided hereunder ("*Bank Fees*") and (ii) to reimburse Bank for any deposited Item that is returned for any reason unpaid, or paid and later returned, or the subject of a breach of warranty claim, correction, or adjustment (and for any associated interest or earnings credit) ("*Chargebacks*", and together with the Bank Fees, "*Charges*"). Bank is hereby authorized and directed to debit such Charges (i.e., obtain payment or reimbursement) against funds on deposit in any accounts maintained by Customer at Bank other than the Assigned Account. Customer shall be, and at all times remain, liable to Bank for payment of any and all Charges which remain unpaid after offset by Bank against funds then on deposit in any such other accounts of Customer maintained at Bank.
- (b) Secured Party shall be, and at all times remain, liable to Bank, jointly and severally with Customer, for (i) payment of all Bank Fees accruing from and after the date of receipt by Bank of a Notice of Exclusive Control to the extent remaining unreimbursed after offset by Bank against funds then on deposit in accounts of Customer maintained at Bank other than the Assigned Account, and (ii) reimbursement of Bank for any Chargeback to the extent remaining unreimbursed after offset by Bank against funds then on deposit in accounts of Customer maintained at Bank other than the



Assigned Account and solely to the extent the proceeds of the Item were received by Secured Party or transferred from the Assigned Account at the direction of Secured Party.

- (c) Bank agrees not to exercise or claim any right of offset against or lien or security interest in the Assigned Account for so long as this Agreement is in effect.

4. Limitation of Liability; Indemnity.

- (a) Bank shall have no liability to either Customer or Secured Party, or their respective successors and assigns, for any liability, loss, expense, claim, cost, or damage (collectively, "Loss") that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement, or any transaction or service contemplated by the provisions hereof, other than those Losses that resulted directly from Bank's acts or omissions constituting negligence, gross negligence, willful misconduct, or fraud, as determined by a court of competent jurisdiction in a final non-appealable order.
- (b) In no event shall Bank be liable to Customer or Secured Party, or their respective successors and assigns, for any indirect losses, special, consequential, incidental, or punitive damages, or damages for lost business, profits, revenue, goodwill, or anticipated savings, even if Bank had been informed of or is otherwise aware of, or could reasonably foresee, the possibility that such damage or loss might arise. Bank's obligations hereunder shall be that of a depository bank, and nothing in this Agreement shall create custodial or bailee obligations of Bank or otherwise create any agency, fiduciary, joint venture or partnership relationship among any of Bank, Customer, and Secured Party.
- (c) Bank shall be entitled to rely, and shall be fully protected in relying, without investigation upon any notice, direction, or instruction believed by Bank in good faith to be genuine and correct and to have been signed, sent, or made by the proper person.
- (d) Bank may consult with legal counsel and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel or experts.
- (e) If Bank is served with a writ, garnishment, judgment, warrant of attachment, execution, or similar process against any funds in the Assigned Account or that affects or purports to affect the Assigned Account (any of the foregoing, a "Court Order"), Bank may act in accordance with such Court Order. To the extent permissible under applicable law, Bank agrees to promptly notify Customer and Secured Party in writing of any Court Order.
- (f) If Bank is presented with conflicting instructions or claims as to the ownership or control of the Assigned Account, Bank may take any action Bank reasonably deems necessary to resolve such conflict and avoid a potential loss, including refusing to disburse any funds in the Assigned Account to any person until all persons claiming an interest consent in writing to a resolution of the dispute, or a court of proper jurisdiction authorizes or directs the payment, or the person with a conflicting claim withdraws the claim in writing. Bank may also commence an interpleader or other action to deposit funds with a court for resolution.
- (g) Customer shall indemnify and defend Bank and hold Bank harmless from and against any and all Losses (including reasonable attorneys' fees and disbursements) that Bank suffers or incurs as a result of, or in any way arising out of or relating to this Agreement, other than those Losses that resulted directly from Bank's acts or omissions constituting negligence, gross negligence, willful misconduct, or fraud, as determined by a court of competent jurisdiction in a final non-appealable order.
- (h) Secured Party shall indemnify and defend Bank and hold Bank harmless from and against any and all Losses (including reasonable attorneys' fees and disbursements) that Bank suffers or incurs as a result of (i) complying with a Notice of Exclusive Control, (ii) following the effectiveness of a Notice of Exclusive Control, transferring funds at the direction of Secured Party or complying with any other instruction from the Secured Party, or (iii) the gross negligence or willful misconduct of Secured Party, in each case other than those Losses that resulted directly from Bank's acts or omissions constituting



negligence, gross negligence, willful misconduct, or fraud, as determined by a court of competent jurisdiction in a final non-appealable order.

- (i) Bank is not liable for any failure or delay in carrying out any of its obligations under this Agreement if such failure or delay results from Bank acting in accordance with requirements of applicable laws or from acts of God, strike or stoppage of labor, power or equipment failure, disruptions in telecommunications systems or the financial markets, adverse weather conditions, fire or other casualty, civil disturbance, pandemic, action of governmental authorities, or any other causes or circumstances beyond Bank's reasonable control. Bank has no responsibility and will incur no liability for any act or failure to act by any other financial institution, intermediary, or other third party.

5. Termination.

This Agreement may be terminated at any time by any party upon at least sixty (60) days' prior notice to each of the other parties.

In the event of a material breach of this Agreement by any party, the non-breaching party or parties may terminate this Agreement upon at least ten (10) days' prior notice to the other parties, including the breaching party or parties, if the breaching party or parties have not cured the breach by that date.

In the event that Bank's Anti-Money Laundering (AML) office determines in good faith that maintaining the Assigned Account violates Bank's generally applicable AML policies as in effect from time to time or exceeds Bank's generally applicable AML-related risk tolerance, then Bank may terminate this Agreement upon at least ten (10) days' prior notice to the other parties.

No notice of termination given by Customer shall be effective until consented to by Secured Party in writing, which consent shall not be unreasonably withheld.

Upon such termination, funds in the Assigned Account shall remain subject to any rights and interests of the parties hereto under other agreements and applicable law. Section 4 of this Agreement shall survive termination.

6. Assignment.

- (a) No party may assign or transfer its rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties, which shall not be unreasonably withheld; provided, however, that no consent will be required for an assignment by Bank as part of a merger, acquisition, or corporate reorganization affecting Bank or an assignment by Bank of the Assigned Account. A failure to comply with the assignment requirements referenced under this section shall result in such assignment being null and void.
- (b) Notwithstanding the foregoing, Secured Party may transfer its rights and obligations under this Agreement (i) to an assignee to which, by contract or operation of law, Secured Party transfers substantially all of its rights and obligations under the Collateral Administration Agreement with Customer or (ii) to a successor representative, if Secured Party is acting as a representative in whose favor a security interest is provided for or created; provided as between Bank and Secured Party, Secured Party will not be released from its obligations under this Agreement unless and until an Assignment Notice is actually received by an officer of Bank's Negotiation Team. An "Assignment Notice" is a notice in form and substance reasonably satisfactory to Bank purporting to be signed by Secured Party and the assignee in which the assignee agrees to assume all of Secured Party's obligations under this Agreement and which includes an address for notices to the assignee for purposes of Section 7, with a copy of this Agreement to be attached to the notice.

7. Notices.

All notices and other communications relating to this Agreement shall be in writing unless otherwise expressly stated. Notices to Bank shall be addressed to BMO Bank N.A., 320 South Canal Street, 14W, Chicago, Illinois 60606, Attention: Negotiation Team, or at such other address as Bank may specify in writing. Notices to Secured Party or Customer shall be addressed as indicated on the signature page of this Agreement, or to such other address as such party may specify for itself in writing.



Any notice or communication to Bank will be effective when Bank has actually received, and has had a reasonable time to act on, any such notice. Any notice or communication to Customer or Secured Party will be effective either on the date it is actually received or three days after it was mailed by first class certified or registered mail, return receipt requested, whichever is earlier.

8. Miscellaneous.

- (a) No provision of this Agreement may be changed except by a writing signed by Bank, Secured Party, and Customer, nor may compliance with any provision be waived, by course of dealing or otherwise, except by a writing signed by the party or parties sought to be charged with such waiver. This Agreement shall apply only to the Assigned Account.
- (b) No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, and no single or partial exercise by a party of any right or remedy under this Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. If a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.
- (c) This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective legal representatives, successors, and permitted assigns.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- (e) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- (f) The parties hereto hereby agree that (i) Bank is a "bank" within the meaning of Section 9-102(a)(8) of the Illinois Uniform Commercial Code (the "UCC") that maintains the Assigned Account, (ii) the Assigned Account is a "deposit account" within the meaning of Section 9-102(a)(29) of the UCC and (iii) the "jurisdiction" of Bank for purposes of Section 9-304(b) of the UCC is the State of Illinois. This Agreement is "an agreement between the bank and its customer governing the deposit account" within the meaning of Section 9-304(b) of the UCC.
- (g) This Agreement (including, without limitation, the designation of Bank's jurisdiction for purposes of the UCC) controls in the event of any conflict between this Agreement and any other document or written or oral statement. This Agreement supersedes all prior understandings, writings, proposals, representations and communications, oral or written, of any party relating to the subject matter hereof.
- (h) This Agreement may be executed in counterparts; all such counterparts shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

[THIS SECTION INTENTIONALLY LEFT BLANK]



Secured Party: 17a-4 LLC

DocuSigned by:
By:
Name: Charles Weeden
Title: Managing Partner

Address for Notices to Secured Party:
15 Breeze Hill, P.O. Box 1492
Millbrook, NY 12545

Customer: Drivewealth, LLC

DocuSigned by:
By:
Name: Anthony Ilario
Title: Chief operating officer

Address for Notices to Customer:
15 Exchange Place, 10th Floor
Jersey City, NJ 07372

Accepted and agreed this _____ day of _____, 20____

BMO BANK N.A.

x **E-SIGNED** by Vahidin Kuric
By: on 2023-12-06 20:25:15 GMT
Name: Vahidin Kuric
Title: TPS Documentation Specialist



EXHIBIT A

[FORM OF NOTICE OF EXCLUSIVE CONTROL]

BMO Bank N.A.
320 South Canal Street, 14W
Chicago, IL 60606

Attention: Negotiation Team

Re: Deposit Account Control Agreement, dated as of _____,
20____, between BMO Bank N.A., _____
("Customer") and _____ ("*Secured Party*")

Ladies and Gentlemen:

Reference is made to the Agreement identified above, a copy of which is enclosed herewith. This letter constitutes the "Notice of Exclusive Control" to Bank from Secured Party as provided for in the Agreement. Accordingly, you are hereby authorized and directed to permit transfers and withdrawals from the Assigned Accounts only as permitted by the Agreement.

Very truly yours,

By: _____
Its: _____



DEPOSIT ACCOUNT CONTROL AGREEMENT
dated as of _____

BMO Bank N.A.
320 South Canal Street, 14W
Chicago, IL 60606

Attention: Negotiation Team

DriveWealth, LLC ("*Customer*")

BMO Bank N.A. ("*Bank*") Deposit Account Number: **2388718** ("*Assigned Account*")

Subject to Security Interest in Favor of: **17a-4 llc** ("*Secured Party*")

Secured Party and Customer hereby notify Bank that Customer has granted to Secured Party a security interest in the Assigned Account and all funds now or hereafter on deposit therein. The parties hereto agree as follows:

1. Control; Agreements of Bank.

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Bank hereby agrees and confirms to Secured Party that (i) the records of Bank with respect to the Assigned Account will be marked to reflect the security interest in favor of Secured Party, (ii) Bank has not received written notice of any other lien that is currently outstanding in respect of the Assigned Account, (iii) upon Secured Party's request, Bank shall furnish to Secured Party a copy of each regular monthly statement for the Assigned Account, (iv) except for this Agreement, Bank is not, as of the date of this Agreement, party to any agreement with any third party pursuant to which Bank is obligated to comply with instructions of a third party as to the disposition of funds from the Assigned Account, and (v) for the duration of this Agreement Bank shall not, without the prior written consent of Customer and Secured Party, enter into any agreement with any other third party pursuant to which Bank is obligated to comply with instructions as to the disposition of funds from the Assigned Account.

Customer hereby authorizes and directs Bank to link the Assigned Account to any BMO Bank Online Banking for Business ("*OLBB*") or other internet-based service accounts or profiles established by Secured Party with Bank, assign permissions to grant individual users established by Secured Party authority to access and transact with respect to the Assigned Account, and utilize all services and other features available from time to time through OLBB or such other internet-based services in connection with the Assigned Account. Bank may disclose to Secured Party such other information concerning the Assigned Account as Secured Party may from time to time reasonably request.

The Assigned Account remains subject to the applicable deposit account agreement and other agreements and documentation in effect from time to time governing the Assigned Account or services provided in connection with the Assigned Account (the "*Account Documentation*"), provided that if there is any conflict between the Account Documentation and any provisions of this Agreement, then the provisions of this Agreement will control.



2. Access to Assigned Account.

- (a) Until Bank receives a written notice from Secured Party substantially in the form of Exhibit A hereto (a "Notice of Exclusive Control") and such Notice of Exclusive Control becomes effective as provided herein, Customer (and not Secured Party) shall have authority to direct disposition of funds in the Assigned Account and engage in transactions with respect to the Assigned Account. Secured Party agrees that unless and until a Notice of Exclusive Control becomes effective as provided herein, Bank may, without notice to or the consent of Secured Party, honor withdrawal, payment, transfer, or other instructions originated by Customer concerning the disposition of Funds in the Assigned Account. A Notice of Exclusive Control shall be effective when actually received by an officer of Bank's Negotiation Team, 320 South Canal Street, 14W, Chicago, Illinois, 60606, and Bank has had reasonable time to act thereon, but no later than the opening of business on the second Business Day (as defined below) following receipt. A "Business Day" is any day other than a Saturday, Sunday or other day on which Bank is or is authorized or required by law to be closed.
- (b) Upon the effectiveness of a Notice of Exclusive Control, (i) Bank shall not permit any funds to be transferred or withdrawn by Customer from the Assigned Account except with the prior written consent of Secured Party, and (ii) Secured Party shall have exclusive authority to direct the disposition of funds in the Assigned Account and engage in transactions with respect to the Assigned Account (and Customer hereby irrevocably authorizes and directs Bank to comply solely with requests of Secured Party with respect thereto without any further consent by Customer).
- (c) Prior to issuing any instructions on or after the effectiveness of a Notice of Exclusive Control, Secured Party shall provide Bank with such documentation as Bank may reasonably request to establish the identity and authority of the individuals issuing instructions on behalf of Secured Party. Secured Party may request Bank to provide other services (such as automatic daily transfers) with respect to the Assigned Account on or after the effectiveness of a Notice of Exclusive Control; however, if such services are not authorized or otherwise covered under the Account Documentation, Bank's decision to provide any such services shall be made in its sole discretion (including without limitation being subject to Customer and/or Secured Party executing such agreements and other documentation as Bank may require).
- (d) Bank shall be fully protected in acting on any order, direction, or instruction by Secured Party respecting the Assigned Account and the funds on deposit therein without making any inquiry whatsoever as to Secured Party's right or authority to give such order, direction, or instruction, or as to the application of any funds by Secured Party. Bank shall have no obligation to follow instructions of Secured Party set forth herein or otherwise if Bank in good faith believes that it is or may be restricted by law from following Secured Party's instructions.

3. Liability for Charges; Bank Security Interest and Setoff.

- (a) Customer shall be, and at all times remain, liable to Bank (i) to pay all fees, charges, and reimbursable expenses due in connection with the Assigned Account or the services provided hereunder ("*Bank Fees*") and (ii) to reimburse Bank for any deposited Item that is returned for any reason unpaid, or paid and later returned, or the subject of a breach of warranty claim, correction, or adjustment (and for any associated interest or earnings credit) ("*Chargebacks*", and together with the Bank Fees, "*Charges*"). Bank is hereby authorized and directed to debit such Charges (i.e., obtain payment or reimbursement) against funds on deposit in any accounts maintained by Customer at Bank other than the Assigned Account. Customer shall be, and at all times remain, liable to Bank for payment of any and all Charges which remain unpaid after offset by Bank against funds then on deposit in any such other accounts of Customer maintained at Bank.
- (b) Secured Party shall be, and at all times remain, liable to Bank, jointly and severally with Customer, for (i) payment of all Bank Fees accruing from and after the date of receipt by Bank of a Notice of Exclusive Control to the extent remaining unreimbursed after offset by Bank against funds then on deposit in accounts of Customer maintained at Bank other than the Assigned Account, and (ii) reimbursement of Bank for any Chargeback to the extent remaining unreimbursed after offset by Bank against funds then on deposit in accounts of Customer maintained at Bank other than the



Assigned Account and solely to the extent the proceeds of the Item were received by Secured Party or transferred from the Assigned Account at the direction of Secured Party.

- (c) Bank agrees not to exercise or claim any right of offset against or lien or security interest in the Assigned Account for so long as this Agreement is in effect.

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- (b) In no event shall Bank be liable to Customer or Secured Party, or their respective successors and assigns, for any indirect losses, special, consequential, incidental, or punitive damages, or damages for lost business, profits, revenue, goodwill, or anticipated savings, even if Bank had been informed of or is otherwise aware of, or could reasonably foresee, the possibility that such damage or loss might arise. Bank's obligations hereunder shall be that of a depository bank, and nothing in this Agreement shall create custodial or bailee obligations of Bank or otherwise create any agency, fiduciary, joint venture or partnership relationship among any of Bank, Customer, and Secured Party.
- (c) Bank shall be entitled to rely, and shall be fully protected in relying, without investigation upon any notice, direction, or instruction believed by Bank in good faith to be genuine and correct and to have been signed, sent, or made by the proper person.
- (d) Bank may consult with legal counsel and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel or experts.
- (e) If Bank is served with a writ, garnishment, judgment, warrant of attachment, execution, or similar process against any funds in the Assigned Account or that affects or purports to affect the Assigned Account (any of the foregoing, a "Court Order"), Bank may act in accordance with such Court Order. To the extent permissible under applicable law, Bank agrees to promptly notify Customer and Secured Party in writing of any Court Order.
- (f) If Bank is presented with conflicting instructions or claims as to the ownership or control of the Assigned Account, Bank may take any action Bank reasonably deems necessary to resolve such conflict and avoid a potential loss, including refusing to disburse any funds in the Assigned Account to any person until all persons claiming an interest consent in writing to a resolution of the dispute, or a court of proper jurisdiction authorizes or directs the payment, or the person with a conflicting claim withdraws the claim in writing. Bank may also commence an interpleader or other action to deposit funds with a court for resolution.
- (g) Customer shall indemnify and defend Bank and hold Bank harmless from and against any and all Losses (including reasonable attorneys' fees and disbursements) that Bank suffers or incurs as a result of, or in any way arising out of or relating to this Agreement, other than those Losses that resulted directly from Bank's acts or omissions constituting negligence, gross negligence, willful misconduct, or fraud, as determined by a court of competent jurisdiction in a final non-appealable order.
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negligence, gross negligence, willful misconduct, or fraud, as determined by a court of competent jurisdiction in a final non-appealable order.

- (i) Bank is not liable for any failure or delay in carrying out any of its obligations under this Agreement if such failure or delay results from Bank acting in accordance with requirements of applicable laws or from acts of God, strike or stoppage of labor, power or equipment failure, disruptions in telecommunications systems or the financial markets, adverse weather conditions, fire or other casualty, civil disturbance, pandemic, action of governmental authorities, or any other causes or circumstances beyond Bank's reasonable control. Bank has no responsibility and will incur no liability for any act or failure to act by any other financial institution, intermediary, or other third party.

5. Termination.

This Agreement may be terminated at any time by any party upon at least sixty (60) days' prior notice to each of the other parties.

In the event of a material breach of this Agreement by any party, the non-breaching party or parties may terminate this Agreement upon at least ten (10) days' prior notice to the other parties, including the breaching party or parties, if the breaching party or parties have not cured the breach by that date.

In the event that Bank's Anti-Money Laundering (AML) office determines in good faith that maintaining the Assigned Account violates Bank's generally applicable AML policies as in effect from time to time or exceeds Bank's generally applicable AML-related risk tolerance, then Bank may terminate this Agreement upon at least ten (10) days' prior notice to the other parties.

No notice of termination given by Customer shall be effective until consented to by Secured Party in writing, which consent shall not be unreasonably withheld.

Upon such termination, funds in the Assigned Account shall remain subject to any rights and interests of the parties hereto under other agreements and applicable law. Section 4 of this Agreement shall survive termination.

6. Assignment.

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- (b) Notwithstanding the foregoing, Secured Party may transfer its rights and obligations under this Agreement (i) to an assignee to which, by contract or operation of law, Secured Party transfers substantially all of its rights and obligations under the Collateral Administration Agreement with Customer or (ii) to a successor representative, if Secured Party is acting as a representative in whose favor a security interest is provided for or created; provided as between Bank and Secured Party, Secured Party will not be released from its obligations under this Agreement unless and until an Assignment Notice is actually received by an officer of Bank's Negotiation Team. An "Assignment Notice" is a notice in form and substance reasonably satisfactory to Bank purporting to be signed by Secured Party and the assignee in which the assignee agrees to assume all of Secured Party's obligations under this Agreement and which includes an address for notices to the assignee for purposes of Section 7, with a copy of this Agreement to be attached to the notice.

7. Notices.

All notices and other communications relating to this Agreement shall be in writing unless otherwise expressly stated. Notices to Bank shall be addressed to BMO Bank N.A., 320 South Canal Street, 14W, Chicago, Illinois 60606, Attention: Negotiation Team, or at such other address as Bank may specify in writing. Notices to Secured Party or Customer shall be addressed as indicated on the signature page of this Agreement, or to such other address as such party may specify for itself in writing.



Any notice or communication to Bank will be effective when Bank has actually received, and has had a reasonable time to act on, any such notice. Any notice or communication to Customer or Secured Party will be effective either on the date it is actually received or three days after it was mailed by first class certified or registered mail, return receipt requested, whichever is earlier.

8. Miscellaneous.

- (a) No provision of this Agreement may be changed except by a writing signed by Bank, Secured Party, and Customer, nor may compliance with any provision be waived, by course of dealing or otherwise, except by a writing signed by the party or parties sought to be charged with such waiver. This Agreement shall apply only to the Assigned Account.
- (b) No party's failure or delay in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, and no single or partial exercise by a party of any right or remedy under this Agreement will preclude any additional or further exercise of such right or remedy or the exercise of any other right. If a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions of this Agreement will not be affected or impaired by such holding.
- (c) This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective legal representatives, successors, and permitted assigns.
- (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- (e) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- (f) The parties hereto hereby agree that (i) Bank is a "bank" within the meaning of Section 9-102(a)(8) of the Illinois Uniform Commercial Code (the "UCC") that maintains the Assigned Account, (ii) the Assigned Account is a "deposit account" within the meaning of Section 9-102(a)(29) of the UCC and (iii) the "jurisdiction" of Bank for purposes of Section 9-304(b) of the UCC is the State of Illinois. This Agreement is "an agreement between the bank and its customer governing the deposit account" within the meaning of Section 9-304(b) of the UCC.
- (g) This Agreement (including, without limitation, the designation of Bank's jurisdiction for purposes of the UCC) controls in the event of any conflict between this Agreement and any other document or written or oral statement. This Agreement supersedes all prior understandings, writings, proposals, representations and communications, oral or written, of any party relating to the subject matter hereof.
- (h) This Agreement may be executed in counterparts; all such counterparts shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

[THIS SECTION INTENTIONALLY LEFT BLANK]



Secured Party: 17a-4 LLC

DocuSigned by:
By: *C.W.L*
Name: CHARLES Weeden
Title: Managing Partner

Address for Notices to Secured Party:
15 Breeze Hill, P.O. Box 1492
Millbrook, NY 12545

Customer: Drivewealth, LLC

DocuSigned by:
By: *Anthony Itario*
Name: Anthony Itario
Title: Chief operating officer

Address for Notices to Customer:
15 Exchange Place, 10th Floor
Jersey City, NJ 07372

Accepted and agreed this _____ day of _____, 20____

BMO BANK N.A.

x **E-SIGNED by Vahidin Kuric**
By: *Vahidin Kuric* on ~~2023-12-06 20:25:26~~ GMT
Name: Vahidin Kuric
Title: TPS Documentation Specialist



EXHIBIT A

[FORM OF NOTICE OF EXCLUSIVE CONTROL]

BMO Bank N.A.
320 South Canal Street, 14W
Chicago, IL 60606

Attention: Negotiation Team

Re: Deposit Account Control Agreement, dated as of _____,
20____, between BMO Bank N.A., _____
("Customer") and _____ ("Secured Party")

Ladies and Gentlemen:

Reference is made to the Agreement identified above, a copy of which is enclosed herewith. This letter constitutes the "Notice of Exclusive Control" to Bank from Secured Party as provided for in the Agreement. Accordingly, you are hereby authorized and directed to permit transfers and withdrawals from the Assigned Accounts only as permitted by the Agreement.

Very truly yours,

By: _____
Its: _____