

**AMENDED AND RESTATED COLLATERAL ACCOUNT
CONTROL AGREEMENT**

Amended and Restated Collateral Account Control Agreement (the “Agreement”), dated as of 6/15/2022, among DriveWealth, LLC, as broker (“Pledgor”), 17a-4, LLC (“Secured Party”), in its capacity as administrator for the customer-lenders of Pledgor’s introducing firms who have entered into an SLA (as defined below) with Pledgor (“Customers”), and BMO Harris Bank N.A. as securities intermediary and depository bank (“Securities Intermediary”).

WITNESSETH:

WHEREAS, Pledgor has entered into a form of Master Securities Lending Agreement with Customers (the “SLA”, together with any documents related thereto, as the same may be modified from time to time, the “SLA Documents”), a copy of which has been provided to Secured Party and Securities Intermediary, pursuant to which Pledgor has agreed to pledge to Secured Party, in its capacity as Administrator (as defined in the SLA) for the Customers, the Collateral (as defined below) in order to secure the repayment of Pledgor’s obligations to each Customer under the SLA Documents, and has granted to Secured Party a security interest in the Account (as defined below) and the Collateral for the benefit of each such Customer; and

WHEREAS, Pledgor and Secured Party wish to enter into this Agreement to, among other things, perfect the security interest granted by Pledgor to Secured Party in the Account and the Collateral; and

WHEREAS, Secured Party and Pledgor have requested Securities Intermediary to hold the Collateral and to perform certain other functions as more fully described herein;

WHEREAS, Securities Intermediary has agreed to act on behalf of Secured Party and Pledgor in respect of Collateral delivered to Securities Intermediary by Pledgor for the benefit of Secured Party, subject to the terms hereof; and

WHEREAS, Pledgor, Secured Party and Securities Intermediary previously entered into a Collateral Account Control Agreement, dated January 7, 2022 (the “Prior Agreement”), and desire to amend and restate the terms of this Prior Agreement to include multiple Accounts, as described and set forth herein.

NOW THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

**ARTICLE I
DEFINITIONS**

Whenever used in this Agreement, the following words shall have the meanings set forth below:

1. “**Account**” shall mean the collateral accounts established and maintained by Securities Intermediary hereunder in the name of Pledgor for the benefit of Secured Party in its

capacity as Administrator for the Customers (as listed in Schedule II and as may be redesignated, renumbered or otherwise modified). Each Account shall be a “securities account” (within the meaning of Section 8-501(a) of the UCC) for purposes of the UCC. All Collateral credited to the Account shall be treated as financial assets.

2. **“Authorized Person”** shall be any person, whether or not an officer or employee of Secured Party or Pledgor, duly authorized by Secured Party or Pledgor, respectively, to give Written Instructions on behalf of Secured Party or Pledgor, respectively, such persons to be designated in a Certificate of Authorized Persons which contains a specimen signature of such person. Attached as Appendix B hereto are the Authorized Persons for Secured Party and Pledgor.
3. **“Business Day”** shall mean any day other than a Saturday, Sunday or other day on which commercial banks in Chicago, Illinois are authorized or required to close.
4. **“Collateral”** for purposes of this Agreement shall mean the Account, all cash balances deposited into the Account from time to time, all securities and other financial assets held in or credited to the Account from time to time, any security entitlements arising from the crediting of any financial assets to the Account and the proceeds of any of the foregoing. Collateral eligible to be posted by Pledgor hereunder shall be listed in Schedule I, attached hereto.
5. **“Depository”** shall mean the Treasury/Reserve Automated Debt Entry System maintained at The Federal Reserve Bank of New York for receiving and delivering securities, The Depository Trust Company and any other clearing corporation within the meaning of Section 8-102 of the UCC or otherwise authorized to act as a securities depository or clearing agency, and their respective successors and nominees.
6. **“Notice of Exclusive Control”** shall mean a written notice substantially in the form set forth in Appendix A hereto, signed by an Authorized Person of Secured Party confirming to Securities Intermediary that Secured Party is, as of the date of such written notice, exercising the rights delegated to it by each Customer pursuant to that Customer’s SLA Documents to exercise sole and exclusive control over the Account.
7. **“UCC”** shall mean the Uniform Commercial Code as in effect in the State of New York.
8. **“Written Instructions”** shall mean instructions in writing by an Authorized Person received by Securities Intermediary via letter, email, facsimile transmission, other electronic or Internet communications, or other method or system specified by Securities Intermediary as available for use in connection with this Agreement.
9. The terms **“entitlement holder”**, **“entitlement order”**, **“financial asset”**, **“investment property”**, **“proceeds”**, **“security”**, **“security entitlement”** and **“securities intermediary”** shall have the meanings set forth in Articles 8 and 9 of the UCC.

ARTICLE II
APPOINTMENT AND STATUS OF SECURITIES
INTERMEDIARY; ACCOUNT

1. Appointment; Identification of Collateral; Security Interest in the Collateral. Secured Party and Pledgor hereby intend that this Agreement establish “control” of the Account and the Collateral by Secured Party for purposes of perfecting Secured Party’s security interest in the Account and the Collateral pursuant to Articles 8 and 9 of the UCC and Securities Intermediary hereby acknowledges that it has been advised of Pledgor’s grant to Secured Party of a security interest in the Account and the Collateral pursuant to the SLA Documents. Pledgor hereby appoints Securities Intermediary to perform its duties as hereinafter set forth and authorizes Securities Intermediary to hold Collateral in the Account in registered form in its name or the name of its nominees. Securities Intermediary hereby accepts such appointment and agrees to establish and maintain the Account and appropriate records identifying the Collateral in the Account as pledged by Pledgor to Secured Party. Pledgor hereby authorizes Securities Intermediary to comply, and the parties agree that Securities Intermediary shall comply, with all Written Instructions, including entitlement orders and instructions directing disposition of the Collateral, originated by Secured Party as set forth herein with respect to the Collateral without further consent or direction from Pledgor or any other party.
2. Status of Securities Intermediary. Securities Intermediary represents and warrants to, and agrees with, Pledgor and Secured Party that Securities Intermediary is a “securities intermediary” within the meaning of Section 8-102(a)(14) of the UCC.
3. Use of Depositories. Secured Party (for purposes of the pledge to Secured Party) and Pledgor hereby authorize Securities Intermediary to utilize Depositories in connection with its performance hereunder. Collateral held by Securities Intermediary in a Depository will be held subject to the rules, terms and conditions of such Depository. Where Collateral is held in a Depository, Securities Intermediary shall identify on its records as belonging to Pledgor and pledged to Secured Party a quantity of securities as part of a fungible bulk of securities held in Securities Intermediary’s account at such Depository. Securities deposited in a Depository will be represented in accounts which include only assets held by Securities Intermediary for its customers.
4. Pledgor Representations. Pledgor represents and warrants that it owns the rights to the securities and cash in the Account as described in the SLA Documents free and clear of all liens, claims, security interests and encumbrances (except those granted herein and in the SLA Documents) and, subject to the terms hereof, hereby grants to Secured Party a pledge and security interest in all of Pledgor’s right, title and interest in the Account and the Collateral, all securities, cash and financial assets credited to the Account from time to time, and all proceeds of the foregoing, as security for Pledgor’s obligations to each Customer pursuant to the SLA Documents; provided, however, that prior to the occurrence of a default by Pledgor under the SLA Documents and the delivery by Secured Party of a Notice of Exclusive Control to Securities Intermediary, Pledgor shall be entitled to receive any payment of interest or dividend from the Collateral.

ARTICLE III COLLATERAL SERVICES

1. Return of Collateral to Pledgor. Prior to a receipt by Securities Intermediary of a Notice of Exclusive Control by Secured Party, Pledgor may issue Written Instructions to Securities Intermediary to transfer Collateral to an account specified by Pledgor, provided that such transfer is not inconsistent with Pledgor's obligations to the Customers under the SLA. Securities Intermediary shall, without inquiry and in reliance upon such Written Instructions, comply with such Written Instructions with respect to the transfer of Collateral to Pledgor (including, by way of example and not by way of limitation, Written Instructions relating to the withdrawal or transfer of Collateral from the Account, the release of the proceeds of a securities sale or redemption and any income received on a security). Secured Party may, subject to the terms of the SLA Documents, exercise sole and exclusive control of the Account and the Collateral held therein at any time by delivering to Securities Intermediary, with a copy to Pledgor, a Notice of Exclusive Control. Secured Party hereby covenants, for the benefit of Pledgor, that Secured Party will not originate entitlement orders concerning the Account or the Collateral unless and until it delivers a Notice of Exclusive Control to Securities Intermediary. The foregoing covenant is for the benefit of Pledgor only and will not be deemed to constitute a limitation on Secured Party's right, as between Securities Intermediary and Secured Party, to originate entitlement orders with respect to the Account and the Collateral or Securities Intermediary's obligation to comply with those entitlement orders. In no event shall any consent of Pledgor be required in order for Securities Intermediary to act in accordance with Secured Party's Written Instructions to transfer Collateral, or in accordance with a Notice of Exclusive Control from Secured Party.
2. Notice of Exclusive Control. Following receipt of a Notice of Exclusive Control from Secured Party, Securities Intermediary shall, without inquiry and in reliance upon such Notice of Exclusive Control, thereafter comply with Written Instructions (including entitlement orders) solely from Secured Party with respect to the Account. Secured Party covenants for the benefit of Pledgor, that it will not deliver a Notice of Exclusive Control to Securities Intermediary until all of Secured Party's rights of enforcement pursuant to the SLA Documents have fully accrued following the expiration of any applicable notice requirement or grace period under the SLA. Securities Intermediary shall have no duty to determine whether Secured Party has complied with the immediately preceding sentence nor shall such covenant by Secured Party constitute a limitation on Securities Intermediary's right to act upon a Notice of Exclusive Control without inquiry.
3. Substitutions. As between Pledgor and Secured Party, if Collateral is required to be substituted in accordance with the terms of the SLA Documents, Pledgor shall deliver for deposit to the Account substitute Collateral ("Substitute Collateral") with a value as of the date of the transfer of such Substitute Collateral at least equal to the value as of that date, of the Collateral to be substituted. Upon the transfer of the Substitute Collateral to the Collateral Account, Pledgor may issue Written Instructions to Securities Intermediary to transfer the Collateral to be substituted to an account specified by Pledgor, provided that such transfer is not inconsistent with Pledgor's obligations to Secured Party or a Client under the SLA. Pledgor shall be solely responsible for determining whether the substitute

Collateral complies with the SLA Documents and for all determinations of value. Pledgor and Secured Party each agree that any transfers of Collateral pursuant to this section shall be made free of payment as provided in Section 4 of this Article III. It is understood and agreed that Securities Intermediary shall not have any duty or responsibility whatsoever for determining whether any Substitute Collateral complies with the SLA Documents or for determining the value of any Collateral or substitute Collateral.

4. Free Deliveries; Advances. Pledgor and Secured Party each covenant and agree that any transfer of Collateral in the form of a security or other investment property which it makes or directs to or from the Account, including any transfer in connection with a substitution of Collateral pursuant to Section 3 of this Article III, is and will be made free of payment (i.e. not against payment or other consideration). It is understood and agreed that Securities Intermediary shall not be required to comply with any Written Instructions otherwise permitted hereunder to purchase or to make payment on or against delivery of any such securities or other investment property which is not free of payment (whether or not as a regular pattern, Securities Intermediary makes funds available to Pledgor or Secured Party in anticipation of final payment) and Pledgor and Secured Party acknowledge and agree that any such transfer which is not free of payment may fail to settle. Notwithstanding the foregoing, Securities Intermediary may in its sole discretion, agree to facilitate the settlement of a delivery versus payment or receive versus payment transaction and in doing so, may extend credit, provided, however that it shall not have any obligation to do so or incur any liability for failing to do so.
5. Transfer of Collateral. Securities Intermediary shall transfer Collateral from the Account only in accordance with Sections 1, 2, and 3 of this Article III and as specifically provided in Section 1 of Article V hereof.
6. Account Statements. Securities Intermediary shall make available to Pledgor and Secured Party confirmations of transactions affecting the Account at the time of any transaction and monthly Account statements within five (5) Business Days of the end of each month and at the time of any transaction during that month. Each of Pledgor and Secured Party acknowledges that the transmissions of information via the Internet are not encrypted and therefore are insecure. Each of Pledgor and Secured Party further acknowledges that there are other risks inherent in communicating through the Internet such as the possibility of virus contamination and disruptions in service, and agrees that Securities Intermediary shall not be responsible for any loss, damage or expense suffered or incurred by Pledgor, Secured Party, or any person claiming by or through Pledgor or Secured Party as a result of the use of such methods.
7. Notice of Adverse Claims. Upon receipt of written notice of any lien, encumbrance or adverse claim against the Account or any portion of the Collateral carried therein (other than any lien, encumbrance or claim of Secured Party), Securities Intermediary shall use reasonable efforts to notify Secured Party and Pledgor as promptly as practicable under the circumstances.
8. Investment of Collateral. Cash held in the Account shall be invested pursuant to the terms in the Institutional Custody Agreement between Pledgor and Securities Intermediary dated

January 7, 2022 (the “ICA”), provided, however, that Pledgor shall ensure that any such investment qualifies as acceptable collateral under Rule 15c3-3(b)(3)(iii)(A) under the U.S. Securities Exchange Act of 1934 if the investment is made by Pledgor, and not at the direction of Secured Party.

9. No Lien or Pledge by Securities Intermediary. Except to the extent of any expenses to which Securities Intermediary is entitled as a securities intermediary under the UCC, Securities Intermediary agrees that the Collateral shall not be subject to any security interest, lien or right of setoff by Securities Intermediary or any third party claiming through Securities Intermediary, and Securities Intermediary shall not pledge, encumber, hypothecate, transfer, dispose of, or otherwise grant any third party an interest in, any Collateral. Pledgor acknowledges that pursuant to Section 5 of the ICA, it granted to Securities Intermediary a security interest in Pledgor’s designated bank account and Pledgor agrees that such security interest secures payment of the fees subject to Section 5 of Article IV.

ARTICLE IV GENERAL TERMS AND CONDITIONS

1. Standard of Care; Indemnification. (a) Securities Intermediary is not responsible for, and makes no representation or warranty whatsoever to anyone with respect to the validity or enforceability of Secured Party’s security interest in the Collateral. The Securities Intermediary shall be required to perform only those duties specifically set forth in this Agreement and no additional duties, express or implied, shall be imposed on the intermediary under this Agreement or by operation of law.
 - (b) Except as otherwise expressly provided herein, Securities Intermediary shall not be liable for any costs, expenses, damages, liabilities or claims, including attorneys’ fees incurred by or asserted against Pledgor or Secured Party, except those Losses arising out of any action taken or omitted under this Agreement in connection with the Collateral caused by the gross negligence or wilful misconduct of Securities Intermediary as determined by a court of competent jurisdiction in a final non-appealable order. Securities Intermediary shall have no liability for the action or inaction of any Depository, except as arising out of the gross negligence or wilful misconduct of Securities Intermediary as determined by a court of competent jurisdiction in a final non-appealable order. In no event shall any party hereto be liable for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement.
 - (c) Solely in connection with this Agreement and the Account subject thereto, Secured Party and Pledgor agree severally (each for its respective acts and omissions) and not jointly to indemnify Securities Intermediary and hold Securities Intermediary harmless from and against any and all reasonable costs and expenses (including reasonable attorneys’ fees), damages, liabilities or claims, (“Losses”) sustained or incurred by or asserted against Securities Intermediary or arising out of or in any way related to this Agreement, including, without limitation, any Losses by reason of or as a result of (i) Securities Intermediary complying with any instructions or relying on any documents Pledgor or Secured Party provide to Securities Intermediary in accordance with this

Agreement; and (ii) the accuracy of any information contained in documents or communications Pledgor or Secured Party provide to Securities Intermediary; provided, that Pledgor and Secured Party shall not indemnify Securities Intermediary for those Losses arising out of Securities Intermediary's gross negligence or wilful misconduct as determined by a court of competent jurisdiction in a final non-appealable order. This indemnity shall be a continuing obligation of Pledgor and Secured Party, their respective successors and assigns, notwithstanding the termination of this Agreement. If a party ("Party X") pays any amounts to Securities Intermediary under this Section 1 for which the other party ("Party Y") is liable, then Party Y shall promptly reimburse Party X for any such amounts.

(d) It is expressly understood and agreed that Securities Intermediary's right to indemnification hereunder shall be without duplication but shall be enforceable against Pledgor and/or Secured Party directly, without any obligation to first proceed against either party or any third party for whom they may act, and irrespective of any rights or recourse that Pledgor or Secured Party may have against each other or any such third party. Pledgor alone (and not Secured Party) shall be liable for all Losses arising out of actions, inactions, negligence or willful misconduct of Pledgor. Nothing here shall modify or be deemed to modify any agreement, rights, or recourse between Pledgor and Secured Party with respect to liability and/or indemnification for Losses.

2. No Obligation Regarding Quality of Collateral. Without limiting the generality of the foregoing, Securities Intermediary shall be under no obligation to inquire into, and shall not be liable for, any Losses incurred by Pledgor, Secured Party or any other person as a result of the receipt or acceptance of fraudulent, forged or invalid Collateral, or Collateral which otherwise is not freely transferable or deliverable without encumbrance in any relevant market. It is understood and agreed that Securities Intermediary shall not have any duty or responsibility whatsoever for determining whether any Collateral complies with the SLA Documents or for determining the value of any Collateral or substitute Collateral.
3. No Responsibility Concerning the SLA Documents. Except as may be otherwise set forth herein, Pledgor and Secured Party hereby agree that, notwithstanding references to the SLA Documents in this Agreement, Securities Intermediary has no interest in, and no duty, responsibility or obligation with respect to, the SLA Documents (including without limitation, no duty, responsibility or obligation to monitor Pledgor's or Secured Party's compliance with the SLA Documents or to know the terms of the SLA Documents).
4. No Collection Obligations. Securities Intermediary shall be under no obligation to take action to collect any amount payable on Collateral in default, or if payment is refused after due demand and presentment.
5. Fees and Expenses. Pledgor agrees to pay to Securities Intermediary the fees as may be agreed upon in writing from time to time in connection with Securities Intermediary's performance under this Agreement.
6. Effectiveness of Instructions; Reliance; Risk Acknowledgements; Additional Terms. (a) Subject to the terms below, Securities Intermediary shall be entitled to rely upon any written, oral, or electronic notice or communication actually received by Securities

Intermediary and reasonably believed by Securities Intermediary to be duly authorized and delivered.

(b) If Securities Intermediary receives Written Instructions which appear on their face to have been transmitted by Authorized Persons via (i) computer facsimile, email, the Internet or other insecure electronic method, or (ii) secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, Secured Party and Pledgor each understands and agrees that Securities Intermediary cannot determine the identity of the actual sender of such Written Instructions and that Securities Intermediary shall conclusively presume that such Written Instructions have been sent by an Authorized Person. Secured Party and Pledgor shall be responsible for ensuring that only its Authorized Persons transmit such Written Instructions to Securities Intermediary and that all of its Authorized Persons treat applicable user and authorization codes, passwords and/or authentication keys with extreme care. Securities Intermediary may assume that any Authorized Person designated in a Certificate of Authorized Persons continue to be authorized to provide instructions pursuant to this Agreement until Securities Intermediary receives written notice from Secured Party or Pledgor, respectively, to the contrary advising Securities Intermediary of any changes to the Authorized Persons. Secured Party and Pledgor shall also be solely responsible for ensuring that any Written Instructions identify the specific Account that applies to any deposit or withdrawal instructions, entitlement orders, instructions directing the transfer or disposition of the Collateral and any other instructions under this Agreement. Securities Intermediary shall not be responsible for, and this Agreement shall not impose any duty or obligation on the part of the Securities Intermediary, to determine or verify which Account applies to any Written Instructions or the source or destination of funds or Collateral; it being understood and agreed that the Securities Intermediary may rely on any Written Instructions without any duty of inquiry.

(c) Secured Party and Pledgor each acknowledges and agrees that it is fully informed of the protections and risks associated with the various methods of transmitting Written Instructions to Securities Intermediary and that there may be more secure methods of transmitting Written Instructions than the method(s) selected by it. Secured Party and Pledgor each agrees that the security procedures (if any) to be followed in connection with its transmission of Written Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

7. Account Disclosure. Securities Intermediary is authorized to supply any information regarding the Account which is required by any applicable law or regulation now or hereafter in effect, and shall provide notice to Pledgor in the event of any disclosure to the extent allowed by applicable law or regulation.
8. Force Majeure. The parties shall not be responsible or liable for any failure or delay in the performance of their respective obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond their reasonable control, including without limitation, acts of God; earthquakes; fires; floods; wars; epidemic, pandemic or disease outbreak, civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications service;

accidents; labor disputes; acts of civil or military authority; governmental actions; inability to obtain labor, material, equipment or transportation; or judicial or regulatory actions; provided, however, that the parties shall each use commercially reasonable efforts to resume performance as promptly as practicable under the circumstances.

9. No Implied Duties. Securities Intermediary shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement, or as otherwise agreed in writing, or as required by law, and no covenant or obligation shall be implied against Securities Intermediary in connection with this Agreement.

ARTICLE V MISCELLANEOUS

1. Termination. (a) This Agreement shall terminate upon (i) Securities Intermediary's receipt of Written Instructions from Secured Party expressly stating that Secured Party no longer claims any security interest in the Account and the Collateral and Securities Intermediary's subsequent transfer of all of the Collateral from the Account to Pledgor pursuant to Pledgor's Written Instructions; (ii) Securities Intermediary's receipt of a Notice of Exclusive Control given by Secured Party and subsequent transfer of all of the Collateral to Secured Party or its designees; or (iii) Securities Intermediary's receipt of joint Written Instructions from Pledgor and Secured Party confirming to Securities Intermediary that Pledgor is entitled to return of all of the Collateral held in the Account, followed by Securities Intermediary's transfer of all of the Collateral from the Account to Pledgor (as Pledgor may direct pursuant to reasonable Written Instructions).

(b) This Agreement may also be terminated by Securities Intermediary upon not less than thirty (30) days' prior written notice of termination to the other parties, provided that any such termination shall not affect or terminate Secured Party's security interest in the Account and the Collateral. No termination pursuant to this paragraph (b) shall be effective until the Collateral has been transferred to a successor securities intermediary reasonably satisfactory to Secured Party and identified to Securities Intermediary pursuant to a joint Written Instruction of Pledgor and Secured Party. Notwithstanding the foregoing, if such Written Instruction identifying a successor securities intermediary is not received by Securities Intermediary by the end of such ninety (90) day notice period, Securities Intermediary shall transfer all of the Collateral from the Account to Secured Party or as directed by Secured Party (as Secured Party may direct pursuant to reasonable Written Instructions).

(c) This Agreement may be terminated by Secured Party solely with respect to Secured Party upon not less than forty-five (45) days' prior written notice of termination to the other parties. No termination pursuant to this paragraph (c) shall be effective until a successor administrator reasonably satisfactory to the Securities Intermediary and the Pledgor is appointed as the replacement administrator.

(d) Notwithstanding any provision of this Agreement to the contrary, Pledgor may terminate this Agreement at any time by providing written notice of termination (a

“Termination Notice”) to Secured Party and Securities Intermediary containing a certification that Pledgor is entitled to return of all of the Collateral held in the Account. Securities Intermediary shall, without inquiry and in reliance on Pledgor’s notice, transfer the Collateral pursuant to the Written Instructions of Pledgor and upon completion of such transfer of Collateral, this Agreement shall terminate.

(e) Except as otherwise provided herein, all obligations of the parties to each other hereunder shall cease upon termination of this Agreement.

2. Ambiguity. In the event of any ambiguity or uncertainty hereunder or in any Written Instructions, Securities Intermediary shall promptly give Secured Party and Pledgor written notice of such ambiguity or uncertainty and may thereafter, in its reasonable discretion, refrain from taking any action other than to retain possession of the Collateral, unless Securities Intermediary receives new or revised Written Instructions in accordance with this Agreement which eliminate such ambiguity or uncertainty and upon which Securities Intermediary shall be permitted to rely without further inquiry. In the event of a conflict between the terms of this Agreement and the terms of any other agreement between and among Secured Party, Pledgor, and Securities Intermediary, or in the event of any conflict between the terms of this Agreement and the terms of the ICA or any other agreement or terms or conditions governing the Account or the Collateral held therein, the terms of this Agreement shall prevail.

3. Notices. (a) Any notice or other instrument in writing, authorized or required by this Agreement to be given to Securities Intermediary, including but not limited to Notice of Exclusive Control or Termination Notice, shall be sufficiently given if addressed to Securities Intermediary and received by it at its offices pursuant to the notice details provided below, or at such other place as Securities Intermediary may from time to time designate in writing:

BMO Harris Bank N.A.
790 North Water Street
Milwaukee, Wisconsin 53202
Attn: Andrew Paulus, Vice President
Telephone: 414-287-8702
Email: Andrew.paulus@bmo.com

SECURED PARTY HEREBY COVENANTS TO PROVIDE TO PLEDGOR A COPY OF ANY NOTICE DELIVERED TO SECURITIES INTERMEDIARY IN CONNECTION WITH THIS AGREEMENT.

(b) Any notice or other instrument in writing, authorized or required by this Agreement to be given to Secured Party shall be sufficiently given if addressed to Secured Party and received by it at its offices pursuant to the notice details provided below, or at such other place as Secured Party may from time to time designate in writing:

Attn: Charles Weeden
15 Breeze Hill
P. O. Box 1492
Millbrook, NY 12545
Tel: (212) 949-1724
email: contracts@17a-4.com.

(c) Any notice or other instrument in writing, authorized or required by this Agreement to be given to Pledgor, including but not limited to copies of any Notice of Exclusive Control or Termination Notice, shall be sufficiently given if addressed to Pledgor and received by it at its offices pursuant to the notice details provided below, or at such other place as Pledgor may from time to time designate in writing:

DriveWealth Legal Department
15 Exchange Place, 10th Floor
Jersey City, NJ 07372
Tel: (800) 461-2680
Email: legal@drivewealth.com

4. Cumulative Rights; No Waiver. Each and every right granted to Securities Intermediary hereunder or under any other document delivered hereunder or in connection herewith, or allowed it by law or equity, shall be cumulative and may be exercised from time to time. No failure on the part of Securities Intermediary to exercise, and no delay in exercising, any right will operate as a waiver thereof, nor will any single or partial exercise by Securities Intermediary of any right preclude any other future exercise thereof or the exercise of any other right.
5. Severability; Amendments; Assignment. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby. This Agreement may not be amended or modified in any manner except by a written agreement executed by the parties hereto. This Agreement shall extend to and shall be binding upon the parties hereto, and their respective successors and assigns; provided, however, that this Agreement shall not be assignable by any party without the written consent of the other parties.
6. Intent. The parties agree and intend that this Agreement is a “securities contract” as such term is defined in Section 741 of Title 11 of the United States Code (“Bankruptcy Code”), and all payments made under this Agreement are “margin payments”, “settlement payments” or “transfers” as such terms are used in Sections 362(b)(6) and 546(e) of the Bankruptcy Code.
7. Governing Law; Jurisdiction; Waiver of Immunity; Jury Trial Waiver. This Agreement and the Account shall be governed by and construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles. For purposes of Article 8 and Article 9 of the UCC, the State of New York shall be deemed the “securities intermediary’s jurisdiction” (within the meaning of Section 8-110(e) of the UCC) of

Securities Intermediary. Secured Party, Pledgor and Securities Intermediary hereby consent to the jurisdiction of a federal court or commercial division of a state court situated in New York County, New York in connection with any dispute arising hereunder. To the extent that in any jurisdiction Secured Party or Pledgor may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, Secured Party and Pledgor each irrevocably agrees not to claim, and hereby waives, such immunity. Secured Party, Pledgor and Securities Intermediary each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

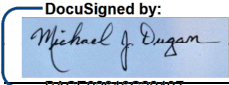
8. No Third Party Beneficiaries. In performing hereunder, Securities Intermediary is acting solely on behalf of Secured Party and Pledgor and no contractual or service relationship shall be deemed to be established hereby between Securities Intermediary and any other person.
9. Headings. Article and section headings are included in this Agreement for convenience only and shall have no substantive effect on its interpretation.
10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument.
11. USA PATRIOT ACT. Pledgor and Secured Party hereby acknowledge that Securities Intermediary is subject to federal laws, including the Customer Identification Program (CIP) requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which Securities Intermediary must obtain, verify and record information that allows Securities Intermediary to identify each of Pledgor and Secured Party. Accordingly, prior to opening an Account hereunder, and upon a Notice of Exclusive Control by Secured Party, Securities Intermediary will ask Pledgor and/or Secured Party to provide certain information including, but not limited to, Pledgor's and/or Secured Party's name, physical address, tax identification number and other information that will help Securities Intermediary to identify and verify each of Pledgor's and Secured Party's identity such as organizational documents, certificate of good standing, license to do business, or other pertinent identifying information. Pledgor and Secured Party agree that Securities Intermediary cannot open an Account hereunder unless and until Securities Intermediary verifies Pledgor's and/or Secured Party's identity in accordance with its CIP. To the extent Pledgor is a U.S. regulated bank or broker dealer, it represents that it has performed customer verification of Secured Party in accordance with applicable BSA/U.S. PATRIOT ACT know-your-customer laws.
12. Currency. Except as may otherwise apply with respect to interest, dividends and other distributions payable on particular Collateral or as otherwise agreed in writing by the parties hereto, all provisions for the transfer, payment or receipt of cash or funds shall mean transfer of, payment in, or receipt of, United States dollars in immediately available funds.
13. Prior Agreement. This Agreement supersedes and replaces that certain Collateral Account Control Agreement dated as of January 7, 2022.

[Signature page follows]

IN WITNESS WHEREOF, Secured Party, Pledgor and Securities Intermediary have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the day and year first above written.

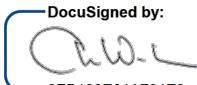
PLEDGOR:

DRIVEWEALTH, LLC

By: 
Name: Michael Dugan
Title: Chief Financial Officer


SECURED PARTY:

17A-4, LLC, in its capacity as Administrator
for each of the Clients

By: 
Name: Charles Weeden
Title: Managing Partner

SECURITIES INTERMEDIARY:

BMO HARRIS BANK N.A.

By: 
Name: Michael Hensler/Kristy Perez
Title: Vice President /Managing Director

Schedule I: Collateral

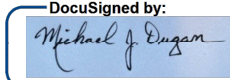
Collateral Type

Cash, US Treasury securities

Dated: 6/15/2022


PLEDGOR:

DRIVEWEALTH, LLC

By: 
Name: Michael Dugan
Title: Chief Financial Officer

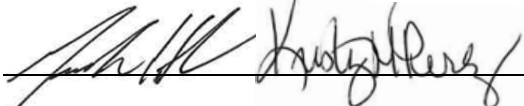
SECURED PARTY:

17a-4, LLC, in its capacity as Administrator
for each of the Clients

By: 
Name: Charles Weeden
Title: Managing Partner

ACCEPTED:

BMO HARRIS BANK N.A.

By: 
Name: Michael Hensler/Kristy Perez
Title: Vice President/Managing Director

[Signature page to Schedule I to Amended and Restated Collateral Account Control Agreement dated
6/15/2022]

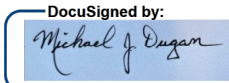
Schedule II: Accounts

- DriveWealth, LLC for the benefit of 17a-4, LLC in its capacity as Administrator for the Customers – DriveWealth (71-187-AB-3 DriveWealth, LLC Collateral)
- DriveWealth, LLC for the benefit of 17a-4, LLC in its capacity as Administrator for the Customers – Wedbush (71-1987-AD-9 DriveWealth, LLC Wedbush)

Dated: 6/15/2022

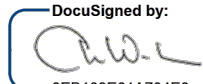
PLEDGOR:

DRIVEWEALTH, LLC

By: 
Name: Michael Dugan
Title: Chief Financial Officer

SECURED PARTY:

17a-4, LLC, in its capacity as Administrator
for each of the Clients

By: 
Name: Charles Weeden
Title: Managing Partner

ACCEPTED:

BMO HARRIS BANK N.A.

By: 
Name: Michael Hensler/Kristy Perez
Title: Vice President/Managing Director

[Signature page to Schedule II to Amended and Restated Collateral Account Control Agreement dated 6/15/2022]

Appendix A: Form of Notice of Exclusive Control

6/16/2022

BMO Harris Bank N.A.
790 North Water Street
Milwaukee, Wisconsin 53202
Attention: Andrew Paulus

Re: Notice of Exclusive Control for **“Fully paid securities lending Collateral Account”**

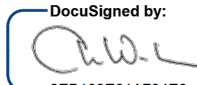
Ladies and Gentlemen:

1. Reference is hereby made to that certain Amended and Restated Collateral Account Control Agreement (the “Agreement”), dated as of 6/15/2022, between DriveWealth, LLC (“Pledgor”), 17a-4, LLC, in its capacity as Administrator for each of the Customers (“Secured Party”) and BMO Harris Bank N.A. (“Securities Intermediary”). Capitalized terms used herein and not otherwise defined in this Notice of Exclusive Control shall have the meanings ascribed to such terms in the Agreement.
2. We, as Secured Party, hereby notify and represent to you and to Pledgor that pursuant to the terms of the Agreement, our rights of enforcement pursuant to the SLA Documents have fully accrued following an event of default of the Pledgor and the expiration of any applicable notice requirement or grace period and we are entitled to possession and control of Collateral held in the Account.
3. We hereby represent to you and the Pledgor that this Notice of Exclusive Control is being delivered in accordance with the Agreement.
4. We hereby instruct you pursuant to the terms of the Control Agreement, that you shall (i) disregard and not follow any and all Written Instructions, standing instructions or entitlement orders of Pledgor with respect to the Collateral or the Account, and (ii) unless and until otherwise expressly instructed by an Authorized Person of Secured Party in writing, exclusively follow the entitlement orders and instructions of an Authorized Person of Secured Party with respect to such Collateral and/or such Account.

5. We hereby instruct you that the Collateral be delivered as follows:
[SPECIFY DELIVERY INSTRUCTIONS]
6. We hereby instruct you to comply with attached entitlement order. (if applicable)
7. We hereby represent to you that the undersigned are Authorized Persons.
8. A copy of this Notice of Exclusive Control is being sent by us to Pledgor in accordance with the Agreement.

Very truly yours,

17a-4, LLC

By: 
Title: Managing Partner

cc: DriveWealth, LLC

Appendix B: Authorized Persons

DRIVEWEALTH

Date: 6/15/2022

Mr. Andrew Paulus
Relationship Manager
790 N. Water Street, Floor 11
Milwaukee, WI 53202
BMO Harris Bank N.A.

Re: 71-1987-AA-5 DriveWealth, LLC FPL Account Roll-up; DriveWealth, LLC for the benefit of 17a-4, LLC in its capacity as Administrator for the Customers – DriveWealth (71-1987-AB-3 DriveWealth, LLC Collateral Account); 71-1987-AC-1 DriveWealth, LLC Expense Account; DriveWealth, LLC for the benefit of 17a-4, LLC in its capacity as Administrator for the Customers – Wedbush (71-1987- AD-9 DriveWealth, LLC Wedbush Account)

Dear Mr. Paulus:

We have established accounts with BMO Harris Bank N.A. (BMO) with a Custody Agreement with an effective date of January 7, 2022.

Pursuant to the agreement, the following persons are authorized to communicate directions and instructions to BMO, who is authorized to rely and act on instructions and directions received from the authorized person in a form deemed acceptable by BMO. *(Please indicate if any individuals are limited to specific functions when providing directions for the account.)*

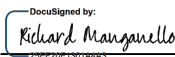
Anthony Ilario – Chief Operating Officer
Name and Title

Signature:  _____

Pat Guerin – Controller
Name and Title

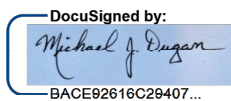
Signature:  _____

Richard Manganello - Director Operations
Name and Title

Signature:  _____

This direction will remain in effect until otherwise directed by an authorized individual at DriveWealth, LLC.

Sincerely,



Michael Dugan
Chief Financial Officer