



## Ally Invest Advisors Automated Investing Advisory Agreement

This Automated Investing Advisory Agreement (“Agreement”) (formerly known as the Robo Portfolios Advisory Agreement) sets forth the understanding between you (“Client” or “you”) and Ally Invest Advisors Inc. (“AIA” or “we”) regarding your selection of the Robo Portfolios or Invest Simply advisory service we will provide you. If you have any questions about this Agreement, you should discuss them with us before executing.

### 1. Firm Services

AIA will provide Client with an analysis and investment recommendation via its online or mobile interactive questionnaire as described in AIA’s Firm Brochure. The recommended portfolio will be based upon the Client’s stated objectives and risk profile at the time of the engagement. Client understands that information regarding Client’s specific circumstances that has not been communicated to or analyzed by AIA may impact the suitability of the recommendations provided to Client.

#### *a. Robo Portfolios*

The recommended portfolio will be made up of typically 8 to 10 exchange-traded funds (“ETFs”) and cash or cash equivalents. **As part of the interactive questionnaire, Client will select either the Cash-Enhanced version of a portfolio, which carries no advisory fee, or the Market-Focused version, which has a lower cash allocation but carries an annual advisory fee.** Client will also select from Core, Income, Socially Responsible, or Tax-Optimized model portfolios.

#### *b. Invest Simply*

The recommended portfolio will be made up of four ETFs and cash or cash equivalents.

### 2. Account Minimums

An initial Minimum Funding Amount must be met before advisory services will begin. Once it is met, AIA will manage the Account (as defined below) until either: (1) a full withdrawal request is made by Client (Termination of Services) or (2) a withdrawal request is made by Client that brings the Account below the Minimum Maintenance Balance. The table below lists the Minimum Funding Amount and Minimum Maintenance Balance for each service.

Service	Minimum Funding Amount	Minimum Maintenance Balance
Robo Portfolios	\$100	\$75
Invest Simply	\$10	\$5

Any disbursement (Client-initiated withdrawal or liquidation, account statement/trade confirmation fee or other service provider fee) of funds that brings the Account below the Minimum Maintenance Balance will be processed as a full withdrawal and initiate Termination of Services. Furthermore, Client understands that if the Account goes below the Minimum Funding Amount at any time, the asset allocation of the portfolio will vary from the target asset allocation. Any subsequent deposit into the Account after AIA initiates Termination of Services will not be automatically invested in your

previously selected portfolio. AIA may make exceptions to account minimums for certain legacy clients and reductions in balances due to fees or market movement.

Withdrawal requests requiring the liquidation of securities will be processed after being received in good order and will be fulfilled after the settlement of such liquidating transactions. If you request a Required Minimum Distribution or a Roth IRA conversion near the end of the calendar year, AIA cannot guarantee that your distribution or conversion will be processed by year end due to the high volume of client requests typical of that time period, which may delay processing times.

### 3. Account Opening

Concurrent with the execution of this Agreement, Client has opened or is opening a securities account (the "Account") at AIA's affiliated broker-dealer, Ally Invest Securities LLC ("Broker"). The Account will be held at Broker's carrying and clearing firm, Apex Clearing Corporation ("Custodian"), on a fully disclosed basis. Upon Broker's approval of the Account, Client must deposit at least the Minimum Funding Amount into the Account in order to initiate discretionary management by AIA. Recommended trades for Client's selected portfolio will generally be placed within three business days to allow for account approval and fund processing. If the Account has not been funded within 90 days, AIA may terminate the Agreement and request that Broker close the Account.

### 4. Account Authority

Client hereby grants to AIA full and complete investment discretion and trading authority over the Account, as well as authority to debit the Account exclusively for the payment of advisory fees to AIA. Client may rescind this grant of authority, provided, that such notice will be deemed a notice of termination pursuant to Section 9.

For the avoidance of doubt, AIA's investment discretion and trading authority will extend to securities deposited in the Account by Client at any time. AIA will liquidate any such securities that it deems, in its sole discretion, to be incompatible with the recommended portfolio. Proceeds from the sale of incompatible securities will be invested in accordance with the recommended portfolio. Given the possibility of liquidation, Client should consult a tax professional prior to depositing any securities in the Account. Client is solely responsible for any tax liabilities, fees, or third-party commissions (*e.g.*, surrender fees, contingent deferred sales charges, etc.) triggered by such sales. Neither AIA nor Broker will charge any commission on any such sale.

Client may impose reasonable restrictions upon the management of the Account by requesting that AIA reallocate to an alternative fund or fund family in place of the currently selected one. AIA will not accept Client requests for restrictions that are inconsistent with AIA's stated investment strategy or philosophy or that are inconsistent with the nature or operation of AIA's advisory services. Such restrictions could result in a strategy that differs from the AIA portfolio recommendation and may not meet the time horizon, financial goals, and investment objectives of Client. **Accounts with Client-requested restrictions may experience different performance than accounts without such restrictions, including potentially lower overall performance.** Any restrictions requested by Client are subject to acceptance by AIA at its sole discretion.

AIA will allocate a certain percentage of the Account to cash. This cash allocation is intended to ensure sufficient liquidity for payment of fees and expenses (including our advisory fee, if applicable) and to cover potential price changes when executing transactions. Custodian may place cash balances that are either pending investment or specifically allocated to cash on deposit at one or more banks, including Ally Bank, together with cash balances of other customers of Broker in an unsegregated account. Ally Bank uses such funds on deposit for its general business purposes, thereby deriving financial benefit from them, and pays interest to Custodian. Custodian shares that interest with Broker, which, at AIA's behest, pays a portion of that interest to you. Ally Bank, Broker, and AIA are affiliated entities through their parent company, Ally Financial.

Client is responsible for all decisions concerning the voting of proxies, and AIA will not give any advice or take any action with respect to proxies unless required by applicable law. AIA will not render legal advice or take legal action on Client's behalf with respect to securities that become the subject of legal proceedings, such as bankruptcy proceedings or class actions. Client is solely responsible for: (i) directing the manner in which proxies are voted; and (ii) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and all other such events pertaining to Client's securities.

## 5. Trade Execution

Trade aggregation involves the purchase or sale of the same security for several client accounts at approximately the same time during the same trading session. Aggregated orders are typically utilized to obtain better execution, negotiate favorable transaction rates, or to allocate equitably among multiple client accounts if there are differences in prices, brokerage commissions, or other transactional costs that might otherwise be unobtainable through separately placed orders. Orders are routed for execution by Broker. The bulk executions are reported back to AIA and the positions are allocated to AIA's client accounts, at an average price, using AIA's calculated distribution.

We also reserve the right to open an additional trading session if there is a considerable number of client-initiated requests or if extenuating circumstances result in accounts missing a trading window. These orders will be aggregated and will receive an average price that is separate from the regular daily trading session. In addition, market volatility may trigger drift rebalancing in a large number of accounts. In this instance, the regular daily trading session will be divided into more than one trading session. Each trading session will have its own average price for trade executions and allocations. Furthermore, AIA reserves the right to delay or cancel trading sessions, as online trading has inherent risk due to system response and access times that may vary due to market conditions, system performance, and other factors.

In the event AIA makes a trading error that has a financial impact on the Account, we will seek to correct the error as soon as possible and in such a manner that Client is not disadvantaged and bears no loss. We will evaluate each situation independently.

## 6. Custody of Assets

Custodian will be the exclusive provider of custody services for all Account assets and AIA will not at any time take possession or maintain custody of such assets. Custodian will provide Client with trade confirmations and account statements regarding the Account. Client should review account trade confirmations and statements promptly upon receipt.

## 7. Prospectuses

All investments in ETFs are subject to the terms of the relevant prospectus, including associated fees, if any. An electronic notice will be sent to you via the e-mail address you have provided when prospectuses are available for your review. You acknowledge that it is your responsibility to read all prospectuses upon receipt of such notice and to notify us immediately of any terms of the prospectuses that are not acceptable to you.

## 8. Fees

### *a. Calculation of Advisory Fee*

There are no advisory fees charged for the Cash-Enhanced Robo Portfolios and Invest Simply services.

The annual advisory fee rate for Market-Focused Robo Portfolios is 0.30%. The fees are calculated daily by multiplying the Account's closing balance by the annual advisory fee rate and then dividing by 365. The daily fee amounts are added together for the number of days the Account is invested during the month.

### *b. Payment of Fees*

Fees are billed monthly in arrears and generally withdrawn from the Account by the end of the following month. AIA does not accept cash, money orders, or similar forms of payment for its engagements, nor do we allow for direct billing. Client's first billing cycle will commence upon initial investment of assets following execution of this Agreement. All fees deducted will be noted on account statements delivered by Custodian.

By entering into this Agreement, Client authorizes the withdrawal of advisory fees from the Account. The withdrawal of such fees will be accomplished by Broker, not by AIA, and Broker will remit AIA's advisory fees directly to AIA. If there is insufficient cash in the Account to cover any fee or debit balance due, we will select and liquidate securities held in the Account in an amount sufficient to cover payment of such fees or debit balance. As with any other transaction in the Account, you are responsible for any tax liabilities resulting from such liquidations.

### *c. Other Fees*

Any fees assessed by Broker or Custodian, including individual retirement account fees, qualified retirement plan fees, trading activity fees, and account termination fees, will be borne by Client in accordance with the current fee schedule of Broker or Custodian, as applicable. A list of such fees is available at the Broker's website or by contacting Broker.

### *d. Fee Adjustments*

The Fee Rates listed in Section 8(a) will remain in effect unless AIA provides Client with written notice of a change, in which case any new Fee Rate will take effect 15 calendar days after sending such notice. To avoid being charged any such new Fee Rate, Client must provide AIA with written notification of termination in accordance with Section 9 within the 15-day period referenced above.

Fees are generally not negotiable. However, AIA may negotiate, reduce, or waive its fees with respect to any client in its sole discretion. In the event of any such fee adjustment, AIA will not be obligated to provide notice or corresponding fee adjustment to Client.

*e. Performance-Based Fees Inapplicable*

AIA will not at any time be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of Client.

## 9. Termination of Services

Client may terminate this Agreement at any time by requesting a full liquidation and withdrawal or transfer via AIA's website. AIA will cease management of the Account within three business days, and this Agreement will terminate upon completion of Client's request. AIA will bill the Account up to the day prior to the liquidation date.

Either party may terminate this Agreement by providing 30 days' written notice to the other party. AIA will cease management of the Account within three business days of sending or receiving such termination notice, as applicable. AIA will bill the Account up to the day prior to the liquidation date. Unless Client instructs AIA otherwise, AIA will liquidate all Account positions shortly before the end of the 30-day notice period. Client is solely responsible for any tax liabilities triggered by such liquidations.

If Client engages in a transaction that brings the Account below the minimum as described in Section 2, AIA may, without notice to Client, liquidate all Account positions and terminate this Agreement.

If at any time AIA receives or develops information indicating that Client no longer resides in a jurisdiction in which AIA or Broker is authorized to conduct business (the "Territory"), Broker may restrict, or AIA may request that Broker restrict, the Account. Currently, the Territory consists of all 50 states, the District of Columbia, and Puerto Rico. Client may provide, or be asked by AIA to provide, documentation in support of a claim of continued permanent residency in the Territory for the purpose of lifting such restriction. However, if the restriction is not resolved within 60 days, AIA may, without notice to Client, liquidate all Account positions and terminate this Agreement.

Upon termination of this Agreement, AIA will notify Broker of such termination, and Broker may close Client's Account. For the avoidance of doubt, termination of this Agreement will result in termination of interest payments on uninvested cash, as described in Section 4 above.

## 10. AIA Representations

AIA warrants, represents, and agrees to each of the following:

- AIA is registered with the U.S. Securities and Exchange Commission as an investment adviser under the Investment Advisers Act of 1940, as amended (the "Advisers Act"). AIA is also in compliance with the notice-filing requirements of each jurisdiction in which it conducts investment advisory business.
- AIA will provide investment advisory services in a manner consistent with its fiduciary duties and the provisions of all applicable laws, including the Advisers Act.

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## 11. Client Representations

Client warrants, represents, and agrees to each of the following:

- If Client is a natural person, Client is a legal permanent resident of, and resides full-time in, the United States and has the capacity to enter into and perform this Agreement, provided, that Client may reside outside the United States if Client is active military stationed abroad.
- If Client is not a natural person, Client certifies that: (i) it is validly organized under the laws of an applicable jurisdiction within the United States; and (ii) the person signing this Agreement has full and complete authority to execute this Agreement on behalf of Client.
- The terms of this Agreement do not violate any obligations of Client, whether arising by contract, operation of law, or otherwise.
- Client owns all property deposited at any time in the Account free and clear of any lien or encumbrance and no restriction exists as to any disposition of such property.
- Client has received and agreed to the Ally Invest Consent to Receive Information Electronically and Use Electronic Signatures.
- Client will keep a current, functional e-mail address and will notify AIA immediately if an e-mail address or any other contact information changes.
- Regardless of whether AIA sends Client a separate notification via e-mail, Client is responsible for regularly reviewing the AIA website for Account-related communications, including, without limitation, time-sensitive communications, and Client agrees to be bound by the terms of any such communications.
- Client has received AIA's Firm Brochure, which describes the roles and capacities of AIA and its representatives and discloses any material conflicts that may exist. Client acknowledges that: AIA (i) performs services for other clients; (ii) may make recommendations to other clients that differ from recommendations made to Client; and (iii) is not obligated to recommend to Client for purchase or sale any security or other asset recommended to any other client.
- Client has received AIA's Form ADV Part 3 (Customer Relationship Summary).
- Client has received the Ally Privacy Notice.

## 12. Confidentiality of Information

AIA agrees to keep Client's financial and personally identifiable information confidential and will not disclose such information except as permitted by Ally's Privacy Notice, which may be found at [www.ally.com/privacy/](http://www.ally.com/privacy/).

## 13. Multiple Clients

If Client consists of more than one person (each, a "Client Party"), each Client Party authorizes AIA to accept the direction of any Client Party and such direction will be deemed as given by all Client Parties. The types of accounts that may include more than one Client Party include, without limitation, joint accounts and trust accounts. If AIA receives conflicting directions from two or more Client Parties or becomes aware of a dispute or conflict of interest between the Client Parties (including, without limitation, separation or divorce proceedings), AIA may, in its sole discretion, refrain from acting on directions from any Client Party until all Client Parties consent in writing to the same directions.



## 14. Death, Disability or Divorce

Client agrees that, upon the death or disability of Client or any Client Party, divorce of married Client Parties, or other event that causes a change in ownership or capacity with respect to the Account, the remaining Client Parties, executor, guardian, attorney-in-fact, or other legally authorized representative, as applicable, will immediately give AIA written notice of such change. AIA is entitled to act on the directions of a former or incapacitated Client Party until it receives such written notice, *provided*, that following such receipt, AIA may require additional supporting documents before giving effect to such written notice. Notwithstanding the foregoing, AIA reserves the right to retain any securities or restrict transactions in the Account as it deems advisable in its sole discretion.

Client agrees that each former Client Party and the estate of any deceased or incapacitated Client Party will remain jointly and severally liable for any losses in the Account arising out of or relating to transactions initiated before AIA received and gave effect to a written notice of a change in account ownership or status.

## 15. Disputes

If a dispute arises between Client and AIA that cannot be settled through direct negotiations, the parties agree to submit to mediation. If the mediation is unsuccessful, and to the extent not inconsistent with applicable law, the parties agree to submit to arbitration before JAMS, Inc. in Charlotte, North Carolina. The fees and expenses of such arbitration will be borne equally by the parties. The arbitration will be governed and administered pursuant to the JAMS Comprehensive Arbitration Rules & Procedures and in accordance with the Expedited Procedures in those Rules then in effect (as posed on the JAMS website, [jamsadr.com](https://www.jamsadr.com)). Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Each party will bear the cost of its own legal representation at any mediation or arbitration proceeding. A mediation or arbitration hearing site will not be chosen if traveling to that site would cause undue hardship or expense to Client.

Client acknowledges and agrees that Client has had a reasonable opportunity to review and consider this arbitration provision prior to executing this Agreement.

## 16. Limitation of Liability

Client understands and agrees to each of the following:

- AIA obtains information from a wide variety of publicly available sources and does not guarantee the accuracy of any such information, or the success of any advice predicated thereon.
- AIA does not and will not practice law or offer tax or accounting services to Client. None of the fees paid under this Agreement relate to such services and Client must obtain such advice from a third party if desired. Any tax information provided by AIA is not a substitute for the advice of a qualified tax advisor. AIA's communications to Client about rollovers, including any comparisons of AIA's services to services available elsewhere, are intended to provide Client with general information that may be useful to Client's own investment decisions. Such general information does not address the details of Client's personal situation, and it is not intended to be an individualized recommendation that Client take any particular action.

- Neither AIA nor its officers, directors, employees, or affiliates (each, an “AIA Party”) will be liable for any loss incurred as a result of the services provided to Client by Broker or Custodian via Client’s instructions.
- All investments involve risk, and some investment decisions may result in losses, including loss of principal. AIA does not warrant or guarantee that Client’s investment objectives will be achieved.
- No AIA Party will be liable for any loss incurred in the Account unless such loss results from such AIA Party’s negligence or misconduct.
- Client understands that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agrees to hold all AIA Parties harmless for any such access.

Notwithstanding the foregoing, nothing contained in this Section 16 or elsewhere in this Agreement constitutes a waiver by Client of any rights under applicable federal or state securities laws including, without limitation, the Advisers Act.

### **17. Binding Effect, Successors and Assigns, Assignment and Ownership Changes**

This Agreement will be binding upon and inure to the benefit of the parties’ heirs, executors, successors, administrators, conservators, personal representatives, successors in interest, successors in trust, and permitted assignees.

This Agreement may not be assigned by either party without the written consent of the other party, *provided*, that AIA may assign the Agreement to a successor investment adviser in accordance with the requirements of the Advisers Act. Client acknowledges that transactions that do not result in a change of actual control or management of AIA will not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act or any applicable state law.

### **18. Entire Agreement**

This Agreement constitutes the final, complete, and entire agreement between the parties and supersedes all prior and contemporaneous understandings or agreements of the parties and is binding on, and inures to the benefit of, their respective heirs, representatives, successors, and assigns.

Client acknowledges and agrees that AIA may modify this Agreement from time to time and Client agrees to consult the AIA website for the most up-to-date Agreement. In consideration for AIA providing the advisory services contemplated herein, Client agrees to accept any such modifications to this Agreement made by AIA. Notwithstanding the foregoing, AIA will provide Client with advance notice, pursuant to Section 23, of any modification that would constitute a material change to this Agreement. Failure by Client to request termination, pursuant to Section 9, prior to any such modification’s effective date will constitute acceptance of such modification.

### **19. Captions and Headings**

The captions and headings in this Agreement are only for convenience and will not be used in construing or interpreting this Agreement.



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## 20. Severability

Any term or provision of this Agreement that is held invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

## 21. Governing Law

This Agreement is governed by the laws of the State of North Carolina.

## 22. Advice of Counsel

Each party acknowledges that, in executing this Agreement, such party has had an opportunity to seek the advice of independent legal counsel and has read and understood all of the terms and provisions of this Agreement.

## 23. Notices

Unless specifically provided for otherwise in this Agreement, all notices, requests, and other communications must be in writing and effective upon receipt.

**Notices to Client** must be sent by: (a) e-mail to Client's e-mail address of record; or (b) first-class mail or overnight courier service to Client's address of record.

**Notices to AIA** must be sent by: (x) e-mail to support@invest.ally.com; (y) first-class mail to P.O. Box 30248, Charlotte, North Carolina 28230; or (z) overnight courier service to 601 South Tryon Street, Suite 100, Charlotte, North Carolina, 28202.