



## Ally Invest Advisors Personal Advice and Guided Advice Advisory Agreement

This Personal Advice and Guided Advice Advisory Agreement (“Agreement”) sets forth the understanding between you (“Client” or “you”) and Ally Invest Advisors Inc. (“AIA” or “we”) regarding your selection of the Personal Advice or Guided Advice advisory services (collectively, the “Services,” and each, a “Service”) we will provide you. If you have any questions about this Agreement, you should discuss them with us before executing.

### 1. The Services

The Services are discretionary investment advisory services provided by AIA.

#### *a. Personal Advice*

An investment adviser representative of AIA (“Financial Advisor”) dedicated to Client constructs a financial plan (“Investment Proposal”) using asset allocation modeling and a variety of investment strategies to address Client’s financial needs and goals, which may include retirement, education, and consideration of tax and estate planning strategies. The Investment Proposal is based on an assessment of Client’s complete financial picture including, but not limited to, time horizon, investment objective, goals, net worth, risk tolerance, current assets, any reasonable investment restrictions, targeted retirement age, beliefs, and life stages (collectively, “Profile Information”).

#### *b. Guided Advice*

AIA, through a Financial Advisor or otherwise, presents Client with a simplified Investment Proposal consisting of a recommended portfolio to address Client’s goal based on an assessment of Client’s Profile Information. Client understands that AIA is offering Guided Advice on a test basis to a select group of clients with a single investment goal. Guided Advice will offer more limited options than Personal Advice with respect to portfolios, account types, and opportunities for consultation with a Financial Advisor. BECAUSE GUIDED ADVICE IS BEING OFFERED ON A TEST BASIS ONLY, CLIENT UNDERSTANDS THAT AIA IS MAKING NO REPRESENTATIONS CONCERNING THE CONTINUED OFFERING OF THIS SERVICE OR THE TIME PERIOD OVER WHICH THE SERVICE WILL BE OFFERED.

Client has received an Investment Proposal from AIA. By executing this Agreement, Client authorizes AIA to manage the Account (as defined in Section 2 below) in accordance with the Investment Proposal utilizing the powers and authorities granted under this Agreement.

AIA utilizes a third-party Turnkey Asset Management Platform (“TAMP”) to deliver the Services. The TAMP provides a technology platform featuring a number of services that AIA will use to administer and manage the Account, including billing, reporting, trading, and financial planning, as well as an investment management platform offering third-party strategist portfolio model allocations. The TAMP provider is not affiliated with AIA and will not act as a sub-adviser or otherwise provide personalized investment advice to Client.

AIA intends to operate the Services pursuant to the safe harbor found in Rule 3a-4 of the Investment Company Act of 1940, as amended. Accordingly, Client may therefore request reasonable restrictions on the types of investments to be held in the Account. Any such request must be made in writing and is subject to review and approval by AIA.

Client acknowledges that AIA cannot properly perform the services contemplated in this Agreement without current and accurate Profile Information. Accordingly, Client agrees to provide AIA with all information requested in connection with the development of Client's Profile Information, or any other information that AIA deems necessary, in its sole discretion, to deliver the services contemplated by this Agreement. Client further agrees to promptly notify AIA of any changes relevant to Client's Profile Information. Client acknowledges that: (i) Client is solely responsible for the timely and accurate provision of such information; (ii) AIA is not obligated under this Agreement to verify any such information. Client agrees to consult with a Financial Advisor upon request for the purpose of ensuring that Client's Profile Information is current and accurate.

Under no circumstances will AIA be obligated to provide any service that, in AIA's reasonable judgment, would violate: (i) any law, rule, or regulation applicable to AIA; or (ii) any internal AIA policy.

## 2. 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 \$1,000 of the minimum investment amount (\$100,000 for Personal Advice, \$25,000 for Guided Advice) 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.

## 3. 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 by written notice at any time, *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 typically liquidate any such securities that it deems, in its sole discretion, to be incompatible with the Investment Proposal. Upon consultation with Client, we may retain the securities in the account rather than immediately liquidating them (e.g., to prevent a tax liability). All such securities will be evaluated for compatibility with the recommended portfolio. Proceeds from the sale of incompatible securities will be invested in accordance with the Investment Proposal. 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.

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) 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.

AIA is not responsible for delivering any proxy or other issuer-related materials to Client.

#### 4. 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 Custodian. The bulk executions are reported back to AIA and the positions are allocated to AIA's client accounts at an average price.

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. 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.

The securities purchased or sold on your behalf or held in the Account may be either whole shares or fractional shares, depending upon the cost of the shares and the dollar amount you contribute to or deposit in the Account. You understand and agree that fractional shares are typically unmarketable and illiquid if held outside of your account and, as a result, fractional shares generally may not be transferrable to another broker-dealer. In the event of a liquidation or transfer of the

assets in the Account to another account, you hereby authorize AIA to instruct Custodian to sell fractional shares as necessary and transfer the cash to any subsequent custodian. You also understand and acknowledge that dividends received in connection with assets in the Account will be allocated pro-rata based on the fractional shares you hold and that you will not receive a dividend if the pro-rata amount of such dividend is less than \$0.01.

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.

## 5. Account Aggregation

AIA offers financial account aggregation services to help AIA and Financial Advisor construct the Investment Proposal. AIA, acting as your authorized agent, will retrieve certain financial account information, such as your account balances and holdings, from Ally affiliates, and from such other financial institutions that you designate using a third-party aggregation service provider ("Aggregator"). Use of the aggregation service by Client is voluntary. Should Client choose to utilize such service, the following terms and conditions will apply:

- a. Client represents that Client is a legal owner, or an authorized user, of the accounts included or accessed through the aggregation service, and that Client has the authority to: (i) designate AIA and Aggregator as agent, (ii) use the aggregation service, and (iii) share with AIA and Aggregator the passwords, usernames, and all other information supplied by Client.
- b. Client grants AIA and Aggregator the right to access information at third party sites on Client's behalf. Client authorizes AIA and Aggregator to use such information, including data, passwords, usernames, PINS, personally identifiable information, or other content provided by Client to retrieve data on Client's behalf for purposes of providing the aggregation service. Third-party sites are entitled to rely on such authorization. Client understands and agrees that the aggregation service is not sponsored or endorsed by any third-party site. CLIENT ACKNOWLEDGES AND AGREES THAT WHEN AIA OR AGGREGATOR ACCESS AND RETRIEVE INFORMATION FROM A THIRD-PARTY SITE, AIA AND AGGREGATOR ARE ACTING AS CLIENT'S AGENT, AND NOT AS AGENT FOR OR ON BEHALF OF THE THIRD-PARTY SITE.
- c. Client is solely responsible for maintaining the confidentiality of any username, password, or other credential in connection with the aggregation service. Client is responsible for all activities that occur in connection with such access credentials, including use of the aggregation service, all instructions electronically transmitted, or any data or information obtained using such access credentials. Neither AIA nor Aggregator are under any duty to inquire as to the authority or propriety of any instructions given via Client's access credentials and are entitled to act upon any such instructions, and neither AIA nor Aggregator will be liable for any loss, cost, expense, or other liability arising out of any such instructions. As an authorized user of the aggregation service, Client accepts full responsibility for the monitoring of Client's accounts at other financial institutions. CLIENT AGREES TO NOTIFY AIA IMMEDIATELY IN THE EVENT OF ANY UNAUTHORIZED ACTIVITY, DISCLOSURE, LOSS, THEFT, OR OTHER UNAUTHORIZED USE

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OF CLIENT'S ACCESS CREDENTIALS. CLIENT AGREES TO COOPERATE WITH AIA IN ANY INVESTIGATION AND TO TAKE CORRECTIVE MEASURES TO PROTECT CLIENT'S ACCOUNTS FROM FURTHER FRAUDULENT ACTIVITY.

- d. AIA is not responsible for and cannot guarantee the accuracy of account information that AIA receives from the Aggregator. The Aggregator uses links to third-party websites for this process. AIA does not own or control these sites and is not responsible for their products, services, or information. These sites have a different privacy policy, level of security, and terms and conditions.

Client understands and agrees that use of the aggregation service is also subject to Aggregator's terms and conditions.

AIA may not be able to foresee or anticipate technical or other difficulties that may result in failure to obtain data from your voluntary use of the aggregation services. Client further understands that AIA will typically refresh the data from the aggregated accounts once per day but may do so less often for a variety of reasons, including connectivity issues and access restrictions imposed by other parties. Except for AIA's malfeasance or gross negligence, AIA assumes no responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store any user data, loss of user data, communications, or personalization settings. Client shall confirm the accuracy of aggregated account data through sources independent of AIA.

Financial Advisor may also provide advice with respect to allocation strategies for assets held at Ally affiliates and at other financial institutions and made known to AIA via Aggregator. AIA does not charge a fee for such advice; fees charged pursuant to Section 8 pertain exclusively to the management of assets in Client's Account(s). Client is solely responsible for implementing any such advice, as AIA will not accept discretionary authority over any assets held outside of an Account.

## 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. Account Minimum and Calculation of Advisory Fee

#### i. Personal Advice

The minimum initial household relationship is \$100,000, consisting of one or more individual accounts each having at least a \$1,000 initial minimum. AIA charges a tiered advisory fee based on the following table:

Tier	Assets Under Management	Annualized Fee Rate
1	First \$250,000	0.85%
2	Next \$750,000, up to \$1,000,000	0.80%
3	Additional assets above \$1,000,000	0.75%

Advisory fees are calculated in the following manner:

1. The average daily balance of each applicable invested account is added together to determine the relevant amount of assets under management (“AUM”).
2. Up to \$250,000 of AUM is multiplied by the Tier 1 Fee Rate (*i.e.*, 0.85% multiplied by days in billing cycle, divided by 365) to obtain the Tier 1 Fee.
3. The amount, if any, of AUM above \$250,000 but less than or equal to \$1,000,000 is multiplied by the Tier 2 Fee Rate (*i.e.*, 0.80% multiplied by days in billing cycle, divided by 365) to obtain the Tier 2 Fee.
4. The amount, if any, of AUM above \$1,000,000 is multiplied by the Tier 3 Fee Rate (*i.e.*, 0.75% multiplied by days in billing cycle, divided by 365) to obtain the Tier 3 Fee.
5. The Tier 1 Fee, Tier 2 Fee (if any), and Tier 3 Fee (if any) are added together to obtain the advisory fee for the billing cycle.

Multiple accounts attributable to Client’s household will be aggregated for purposes of calculating AUM to provide Client with the maximum benefit of the lower Fee Rates associated with Tiers 2 and 3, *provided*, that should account restrictions requested by Client be substantially different as to any two or more accounts such that they require different investment approaches or operational requirements, AIA is entitled to calculate AUM and fees on a per-account basis. A household consists of Client and any other person whose primary residence is the same as Client, including any child of Client or such other person who temporarily resides at a different address for educational reasons (e.g., a college dorm).

In the absence of a reportable market value for any asset in a Client account, AIA may seek a third-party opinion from a recognized industry source (*e.g.*, a public accounting firm).

The AUM calculation does not include funds awaiting investment through a Dollar Cost Averaging plan or funds segregated for account withdrawal.

ii. Guided Advice

The minimum investment amount is \$25,000. AIA charges an annual advisory fee of 0.50%, which is calculated by multiplying the average daily balance of the Account by the fee rate (*i.e.*, 0.50% multiplied by days in billing cycle, divided by 365).

In the absence of a reportable market value for any asset in a Client account, AIA may seek a third-party opinion from a recognized industry source (*e.g.*, a public accounting firm).

b. *Payment of Fees*

Fees are billed monthly in arrears and 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 signing this Agreement, as well as the Broker or Custodian account opening documents, 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. For Personal Advice clients only, if Client has multiple Accounts attributable to Client's household, Client may authorize and provide instructions for fees to be withdrawn from any such Account (the "Billing Account"). If the Billing Account is closed for any reason and Client continues to maintain one or more other Personal Advice Accounts, fees will default to being withdrawn from each remaining applicable Account.

c. *Other Fees*

Any fees assessed by Broker or Custodian, including individual retirement account fees, qualified retirement plan 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 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

Either party may terminate this Agreement by providing 30 days' written notice to the other party. AIA will cease billing and management of the Account within three business days of sending or receiving such termination notice, as applicable. Unless Client instructs AIA otherwise, AIA will liquidate all Account positions shortly before the end of the 30-day notice period.

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. Client is solely responsible for any tax liabilities triggered by such liquidations.

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 3 above.

## 10. No Advice on Rollovers

AIA may provide educational information on rollovers of retirement accounts generally, but we do not make rollover recommendations. We recommend that you consult with your personal tax professional before engaging in a retirement account rollover and carefully consider the risks.

## 11. 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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## 12. 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.
- If applicable, Client has received Client's Financial Advisor's Form ADV Part 2B.
- Client has received AIA's Form ADV Part 3 (Customer Relationship Summary).
- Client has received the Ally Privacy Notice.

## 13. 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/).

## 14. 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.

## 15. 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.

## 16. 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 posted 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.

## 17. 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 or Financial Advisor is not a substitute for the advice of a qualified tax professional. Any 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 is not intended to be an individualized recommendation that Client take any particular action.
- AIA is not responsible for the supervision or monitoring of, or any losses with respect to, any assets not subject to discretionary management by AIA pursuant to Section 3.
- 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 17 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.

## 18. Wash Sales

If the Account is a taxable account, AIA will attempt to avoid wash sales based on activity occurring in the Account only (i.e., without regard to any transactions in your other accounts, if any). For example, if you deposit funds into the Account within 30 days after AIA liquidates a portion of the portfolio, AIA will invest the deposited funds in alternate securities. After the wash-sale period expires, AIA will seek opportunities to exit those alternate securities positions (e.g., by rebalancing back into primary securities). **AIA is not responsible for the consequences of any transaction being deemed a wash sale due to activity occurring outside the Account.**

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## 19. Tax Loss Harvesting (Personal Advice Only)

If the Account is a Personal Advice account, Client may enroll in the optional tax loss harvesting service ("TLH"), which will seek to minimize Client's tax liability based solely on the information available in the Account. The goal is to offset taxes due on other gains (and potentially up to \$3,000 in other taxable ordinary income) by realizing losses through sales of existing positions and investing the proceeds in predetermined, alternate securities with closely correlated risk and return characteristics. We will use the TAMP to monitor the alternate securities position and look for opportunities to liquidate it over time while attempting to avoid triggering short-term capital gains and the wash-sale rule. When identifying positions suitable for liquidation, we will consider the realized and unrealized capital gains and losses within the Account, with the goal of making sales in a tax-efficient manner. Although AIA takes Client's personal tax situation into account as part of the TLH service, **AIA does not provide tax advice. Client should consult with a tax professional to determine whether TLH is appropriate for Client.**

AIA makes no guarantees regarding the frequency or timing of TLH transactions. Opting into the TLH service does not obligate AIA to harvest any particular loss at any particular time.

## 20. 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.

## 21. 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 26, 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.

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## 22. 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.

## 23. 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.

## 24. Governing Law

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

## 25. Advice of Counsel

Each party acknowledges that, in executing this Agreement, such party 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.

## 26. Notices

Unless specifically provided for otherwise in this Agreement, all notices, requests, and other communications required or permitted to be given under this Agreement must: (a) be in writing; (b) specifically refer to this Agreement; and (c) be delivered in accordance with the instructions specified below. All such notices, requests, and other communications are 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.