

Account Number \_\_\_\_\_

**Ally Invest Advisors Inc.**  
**Wrap Fee Investment Program Agreement**

Please review this Wrap Fee Investment Program Agreement ("Agreement") carefully as it sets forth the understanding between you (the "Client" and any Attorneys-In-Fact) and Ally Invest Advisors Inc. ("AIA") regarding the services AIA will provide you. If you have any questions about the content of this Agreement you should discuss them with us or your legal counsel before you sign this Agreement.

**Firm Services.** AIA will provide the Client with an analysis and investment recommendation via its online or mobile interactive questionnaire as described in the AIA's Form ADV Part 2A Wrap Fee Brochure. The recommended portfolio has been determined appropriate for the Client given the Client's stated objectives and risk profile at the time of the engagement. The Client understands that information regarding the Client's specific issues that have not been communicated to or analyzed by AIA may have impact on the suitability of or accuracy therein involving the recommendations provided to the Client.

**Account Minimum.** The minimum initial deposit for new accounts is \$2,500. The initial minimum funding amount must be met before AIA will begin providing advisory services. Once the initial minimum is met AIA will manage accounts regardless of account balance until either: (1) a request made by the client to liquidate and close the account or (2) a withdrawal request is made by the client that would bring the account below the \$2,500 minimum. Any disbursement (withdrawal) of funds that would bring an account below the minimum will be processed as a full withdrawal. AIA may make exceptions to account minimums for certain legacy clients.

**Fees.** Investment management accounts are assessed an annualized asset-based fee that is to be paid monthly, in arrears, as described in the following fee table. Fees are subject to periodic change after the Agreement is in effect; such changes will be published in advance.

Assets Under Management	Annual Fee
\$2,500 +	0.30%

For the benefit of discounting the Client's asset-based fee, multiple accounts may be aggregated for the same individual, or two or more accounts within the same family, or accounts where a family member has power of attorney over another family member's or incompetent person's account. Should account restrictions be substantially different for any two or more household accounts, requiring different investment approaches or operational

requirements, AIA reserves the right to apply its fee schedule separately to each account.

Published fees may be discounted at the discretion of a member of AIA's management but they are not negotiable.

**Fee Assessments:** AIA does not accept cash, money orders or similar forms of payment for its engagements, nor does AIA allow direct billing. Payments will generally be requested and withdrawn from the Client's brokerage account maintained at the custodian of record within the first 10 days of each month. The first billing cycle will begin once this Agreement is executed and assets have settled into the Client account held by the custodian of record. Fees for partial months will be prorated based on the remaining days in the reporting period in which AIA services the account.

Client accounts will be assessed in accordance with the closing daily value of the account. In the rare absence of a reportable market value, AIA may seek a third-party opinion from a recognized industry source (e.g., a public accounting firm), and the Client may choose to separately seek such an opinion at the Client's own expense as to the valuation of "hard-to-price" securities if necessary.

All advisory fees deducted will be clearly noted on account statements the Client receives from the custodian of record. The Client shares in the responsibility to verify the accuracy of fee calculations; the custodian may not verify billing accuracy for the Client.

By signing this Agreement, as well as the introducing broker and/or custodian of record account opening documents, the Client authorizes the withdrawal of advisory fees from the Client account. The withdrawal of such fees will be accomplished by the introducing broker and/or the custodian of record, not by AIA, and the introducing broker and/or the custodian will remit AIA's advisory fees directly to AIA.

**Service Provider Fees.** Any service fees assessed by the introducing broker and/or custodian of record, individual retirement account fees, qualified retirement plan fees or account termination fees will be borne by the account holder and are per those provided in current (separate) fee schedules of any selected service provider. A list of these fees is available at the introducing broker's website or by contacting the introducing broker. Clients will be notified of any future changes to these fees by the introducing broker and/or the custodian of record and/or third-party administrator for tax-qualified plans.

**Commissions.** AIA does not receive commission payments involving a securities recommendation or transaction service it may provide to the Client.

However, commission and payment for order flow may be made to an affiliate of AIA involving Client portfolio transactions. Clients are urged to refer to Item 9 of Form ADV Part 2 Wrap Fee Brochure for further information.

**Performance-Based Fees.** AIA shall not receive performance-based fees for its advisory services.

**Termination of Services.** Either party to this Agreement may terminate the contract at any time by communicating the intent to terminate in writing. If the Client verbally notifies AIA of the termination and, if in two business days following this notification AIA does not receive the Client written notice, AIA will make a written notice of the termination in its records and send the Client its own termination notice as substitute. AIA will not be responsible for investment allocation, advice or transactional services, except limited closing transactions, upon receipt of termination notice. It will be necessary that AIA inform the broker/dealer and/or custodian of record that the relationship between AIA and the Client has been terminated.

AIA will return any prepaid, unearned fees within 30 days of AIA's receipt of termination notice. Return of advanced fees will only be accomplished via the Client's investment account at the custodian of record. Individual checks are not issued.

**Account Authority.** AIA serves accounts on a *discretionary basis*. Similar to a limited power of attorney, discretionary authority allows AIA to implement investment decisions, such as the purchase or sale of a security, or the reinvestment/ rebalancing on behalf of the Client's account, without requiring the Client's prior authorization for each transaction in order to meet stated account objectives. This authority shall be granted by the Client through the execution of this Agreement.

The broker/dealer and custodian of record will specifically limit AIA's authority over the Client's account to the placement of trade orders and the request for the deduction of advisory fees. Clients retain the right to terminate AIA's account authority; however, AIA will require the account to be closed.

Clients may impose reasonable restrictions upon the management of their AIA account by requesting that AIA reallocate to an alternative Managed Portfolio in place of the Managed Portfolio initially purchased. 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 wrap-fee program. As a result, requests for restrictions on the underlying ETFs held in the Managed Portfolios or their underlying allocation are not considered reasonable and will not be accepted. Such restrictions could result in a

strategy that differs from the AIA Managed Portfolio recommendation and may not meet the time horizon, financial goals, and investment objectives of the Client. Any restrictions requested by Clients are subject to acceptance by AIA at its sole discretion. AIA will generally honor certain reasonable restrictions communicated by the Client when liquidating securities transferred in as part of an ACAT.

**Conflict of Interests.** AIA is acting as a fiduciary regarding its investment advisory services for the Client and must put the Client's interests above its own in managing the Client's account. AIA agrees to provide these services in a manner consistent with its fiduciary duties and the provisions of all applicable laws, including the Investment Advisers Act of 1940 (the "Advisers Act"). AIA will provide disclosures throughout the term of the engagement regarding any material conflicts of interest which could reasonably be expected to impair the rendering of unbiased and objective advice. The Client acknowledges receipt of AIA's Form ADV Part 2A Wrap Fee Brochure which describes the roles and capacities of AIA and its representatives and discloses any conflicts that may exist. In order to participate in the wrap-fee program, the Client must open a brokerage account with AIA's affiliated broker-dealer, Ally Invest Securities.

**Proxy Voting.** AIA is not required to take any action or render any advice with respect to the voting of proxies regarding the issuers of securities held in Client's account except as may be directed by Client or otherwise required by law. Client is responsible for all decisions concerning the voting of proxies for securities held in his or her account, and AIA cannot give any advice or take any action with respect to the voting of these proxies. Also, AIA shall have no responsibility to render legal advice or take any legal action on Client's behalf with respect to securities then or previously held in the account or the issuers thereof, that become the subject of legal proceedings, including bankruptcy proceedings or class actions. Client remains responsible for: (i) directing the manner in which proxies solicited by issuers of securities will be voted; and (ii) making all elections relating to mergers, acquisitions, tender offers, bankruptcy proceedings and other events pertaining to the securities in the account

AIA will instruct the selected service provider to forward to the Client all proxies and shareholder communications relating to the Client's assets. However, the service provider, and not AIA, is responsible for timely transmission of any proxy materials to the Client.

**Client Representations.** The Client represents to AIA the following and understands and agrees that AIA is relying on these representations as an inducement to enter into this Agreement:

- The Client certifies that he/she/it is legally empowered to enter into or perform this Agreement.

- If this Agreement is established by a corporate entity, the undersigned certifies that the entity is validly organized under the laws of its applicable jurisdiction. The undersigned also certifies that this Agreement has been entered into by an appropriate agent with the legal power to bind the entity. The undersigned also certifies that this Agreement has been duly authorized by the appropriate entity corporate action and when executed and delivered to AIA will be binding in accordance with its terms.
  - Client confirms that the terms of this Agreement do not violate any obligations of Client, whether arising by contract, operation of law, or otherwise.
  - Client represents that she/he/it owns all property deposited in the account free and clear of any lien or encumbrance and that no restriction exists as to any disposition of the property.
  - The Client agrees that he/she/it will provide AIA with the necessary information to provide the agreed upon services.
  - The Client agrees and acknowledges that the responsibility for financial decisions is the Client's and that he/she/it is under no obligation to follow, either wholly or in part, any recommendation or suggestion provided by AIA.
  - The Client understands and agrees that AIA performs services for other clients and may make recommendations to those clients that differ from the recommendations made to the Client. The Client agrees AIA does not have any obligation to recommend for purchase or sale any security or other asset it may recommend to any other client.
  - The Client agrees AIA obtains information from a wide variety of publicly available sources and cannot guarantee the accuracy of the information or success of the advice which it may provide. The information and recommendations developed by AIA are based on the professional judgment of AIA and its representatives and the information the Client provides to AIA.
  - The Client acknowledges and agrees that AIA shall not be obligated to provide any services under this Agreement with or for the Client if, in AIA's reasonable judgment, this would (i) violate any applicable federal or state law or any applicable rule or regulation of any regulatory agency, or (ii) be inconsistent with any internal policy maintained by AIA relating to its business conduct with its Clients.
  - **The Client acknowledges that all investments involve risks and that some investment decisions will result in losses, including the potential for the loss of the Client's principal that has been invested.** The Client understands that AIA cannot warrant or guarantee the Client's investment objectives will be achieved.
  - AIA shall not be responsible for the supervision of those assets of the Client not covered through this Agreement.
  - The Client understands and agrees that AIA will not be liable for any loss incurred as a result of the services provided to the Client by the broker/dealer or custodian of record via the Client's instructions.
- Confidentiality of Information.** AIA will regard Client financial and personally identifiable information provided by the Client as confidential and all recommendations and/or advice provided by AIA shall be confidential, with disclosure only upon such terms and to such parties as designated by the Parties or as required by law. By executing this Agreement, the Client acknowledges he/she/it has received the Ally Privacy Policy statement concurrent with the Client's receipt of AIA's Form ADV Part 2 Wrap Fee Brochure.
- Multiple Clients.** In the event the Client is more than one individual, AIA is authorized to accept the direction of the party first in time and such direction will be binding on all parties. The types of accounts that may include multiple clients include joint accounts, trust accounts, corporate accounts, partnership accounts, and LLC accounts. If AIA receives conflicting instructions from multiple signatories to this Agreement or is aware of a dispute or conflict of interest between such signatories (including, without limitation, separation or divorce proceedings), AIA may, in its sole discretion, refrain from taking action on instructions from one such signatory until all signatories consent in writing to the same instruction.
- Registration.** AIA is registered as an investment adviser with the United States Securities and Exchange Commission (SEC). AIA may notice file or meet exemption to such registration in other jurisdictions through which it may conduct investment advisory business.
- Binding Effect, Successors and Assigns, Assignment and Ownership Changes.** This Agreement shall be binding upon and inure to the benefit of the Client's heirs, executors, successors, administrators, conservators, personal representatives, successors in interest, successors in trust, and permitted assignees. However, the Client may not assign this Agreement within the meaning of the Advisers Act and/or any applicable state securities law without the express prior written consent of AIA. Under Section 205(a)2) of the Advisers Act, AIA may not assign this contract with the Client's consent. However, should there be a change of control of AIA, the successor advisor will notify the Client in writing within a reasonable time after such change and continue to provide the services previously provided to the Client by AIA. If the Client continues to accept the services provided by the successor without written objection during the 30 days after receipt of the written notice from the successor, the successor may assume that the Client has consented to the assignment and the successor will become the advisor

to the Client under the terms and conditions of this Agreement. If the Client does not consent to the assignment as a result of the change of control, the Client must take steps to transfer the Client's account to another registered investment advisor.

The Client acknowledges that transactions that do not result in a change of actual control or management of AIA shall not be considered an assignment pursuant to Rule 202(a)(1)-1 of the Advisers Act and/or any applicable state securities law.

**Death or Disability.** If the Client is a natural person, the death, disability, or incompetency of the Client will not terminate or change the terms of this Agreement. The Client's executor, guardian, attorney-in-fact, or other legally authorized representative may terminate this Agreement by giving written notice to AIA.

**Disputes.** If a dispute arises from the Client's relationship with AIA and cannot be settled through direct negotiations between AIA and the Client, it may then be resolved by first entering into voluntary mediation, and if the mediation is unsuccessful, then, to the extent not inconsistent with applicable law, by arbitration before JAMS, Inc. in Charlotte, North Carolina. The fees and expenses of such arbitration shall be borne equally by AIA and the Client. The arbitration shall 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 (see JAMSADR.com) Judgment upon the arbitration award may be entered in any court of competent jurisdiction. Each party shall be responsible for 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 the Client.

Client acknowledges and agrees that he/she/it has had a reasonable opportunity to review and consider this arbitration provision prior to executing this Agreement. Any arbitration is voluntary in nature and the parties understand that by agreeing to arbitrate their disputes they are not waiving any rights under the Advisers Act and/or any applicable federal or state securities laws.

**Other Services.** The Client acknowledges that AIA does not and will not practice law or offer tax or accounting services to the Client. The Client understands that none of the fees paid under this Agreement relate to such services and that it is the responsibility of the Client to obtain such advice separately if the Client deems it to be necessary.

**Captions and Headings.** The captions and headings of the paragraphs in this Agreement are only for convenience and shall not be used in construing or interpreting this Agreement.

**Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, 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.

**Consent to Electronic Document Delivery, Electronic Signatures and Modifications to the Agreement.** The Client consents to receipt of disclosures and communications in electronic form and agrees to transact business with AIA electronically. Client consent will apply to any account information that the Client or AIA elect at any time to provide electronically. The Client understands that AIA may, however, provide disclosures and communications using paper even if the Client consents to receive it electronically. The Client agrees to keep a current, functional e-mail address and will update information with AIA immediately if an e-mail address or any other contact information changes. The Client may request and obtain a paper copy of disclosures and communications, by contacting AIA at (855) 880-2559 or support@invest.ally.com and a fee may apply.

The Client consents to AIA obtaining and relying upon the Client electronic signature in connection with the Client Agreement and account(s) and by electronically signing an application for an account the Client acknowledges and agrees that such electronic signature is valid evidence of the Client consent to be legally bound by this Agreement and such subsequent terms as may govern the use of AIA's services. The Client accepts notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. The Client acknowledges and agrees that AIA may modify the Agreement from time to time and the Client agrees to consult AIA web site from time to time for the most up-to-date Agreement.

The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. The Client agrees to not contest the admissibility or enforceability of AIA's electronically stored copy of the Agreement.

**Withdrawing Consent.** The Client may subsequently withdraw consent to do business electronically by notifying AIA at (855) 880-2559 or support@invest.ally.com. However, the Client understands that withdrawing consent to receive disclosures electronically will result in the termination of all services under the Agreement.

**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.

