

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 recommended Managed Portfolio is made up of exchange-traded funds (ETFs) and cash or cash equivalents. AIA initially recommends to the Client the Cash Enhanced Managed Portfolios. In the Cash-Enhanced Managed Portfolios, approximately 30% of the portfolio allocation is cash. The Client also has the ability to select a Fully-Invested (Market-Focused) Managed Portfolio, which has a cash allocation of approximately 2% and subject to an annual fee as described under *Fees*. The Client can select from Core, Income, Socially Responsible, or Tax-Optimized model portfolios. 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 \$100. 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 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 \$100 minimum. Any disbursement (withdrawal) of funds that would bring an account below the minimum may be processed as a full withdrawal and initiate Termination of Services. AIA may make exceptions to account minimums for certain legacy clients and reductions in balances due to fees or market movement.

Account Opening. 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, LLC ("AIS"). The brokerage account is a cash account—margin accounts are not permitted. In order to begin placing trades in a

Client account, the brokerage account application and other required documentation must first be received and approved. Next, the Client must deposit at least the minimum investment amount into the account, and the recommended trades for the Client's selected portfolio will generally be placed within three business days to allow for account approval and fund processing. If account has not been funded within 90 days, AIA reserves the right to terminate the advisory agreement and close your account.

Our advisory service generally is not available to foreign investors. Most foreign citizens with a valid Social Security number who legally reside in the United States full-time may open an account. All clients, including United States citizens, must be living in the United States to open an account, though we make exceptions for active military personnel stationed abroad. Upon notification of an existing AIA client residing outside of the United States, AIA will restrict the client's account(s). If the account restriction is not resolved within 60 days off the restriction date, AIA reserves the right to liquidate the account and the proceeds will be sent by the custodian of record to the account's address of record.

Fees. Investment management accounts may be 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 this Agreement is in effect; such changes will be published in advance.

Portfolio Types	Assets Under Annual	
Fully-Invested (Market-Focused) Portfolios	\$100 +	0.30%
Cash Enhanced Portfolios	\$100 +	none

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 pursuant to 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, payment for order flow may be made to AIS involving Client portfolio transactions. Clients are urged to refer to Item 4 of Form ADV Part 2 Wrap Fee Brochure for further information.

Performance-Based Fees. AIA does 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.

AIA will have discretionary authority over original securities deposited to the account that are not part of the Managed Portfolio the client has selected. Unless instructed by the

Client to transfer those securities out of the account, AIA

limited to open ended mutual funds, ETFs, common stocks on a listed United States exchange, and fixed income securities. Restricted Securities defined in Rule 144 under the Securities Act of 1933, non-standard assets, options, derivatives, and other similar securities are typically not eligible to be liquidated. The liquidations will be effected after the opening and acceptance of your account and after the eligible securities are received in good order at the then prevailing market prices. The cash from the sale of the securities will be invested in the appropriate Managed Portfolio assuming the investment minimums are met. The Client is responsible for seeking the advice of a tax professional prior to depositing securities that are not part of the Managed Portfolio into his/her/its account. Liquidation of securities deposited may be subject to capital gains. Clients are responsible for all taxes as well as any early surrender/sales loads for mutual funds transferred to AIA and subsequently liquidated for investment. No commissions will be charged on the sale of the securities. There may be additional fees charged by the broker/dealer for securities transfer.

Aggregation of Trades. 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 AIS through our unaffiliated custodian, Apex Clearing Corporation. 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 amount of client-initiated requests or if extenuating circumstances that lead to 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.

The Client will be provided the following reports from our custodian: (1) Trade confirmations reflecting all transactions in securities; and (2) Account statements (submitted at least quarterly) including securities held in the Client's AIS account. It is the responsibility of the Client to review account trade confirmations and statements promptly upon receipt. These documents are considered binding on the Client unless the Client notifies AIS of any objections with two (2) days from the date confirmations are sent and with ten (10) days after account statements are sent. Please refer to Section 5 of the AIS Customer Agreement for more information.

Conflict of Interests. AIA is acting as a fiduciary

will liquidate them. Generally, the eligible securities are

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.

Proxy Voting, Corporate and Legal Actions. 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 the Client or otherwise required by law. The Client is responsible for all decisions concerning the voting of proxies for securities held in his/her/its 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 the 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. The 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.

- The Client confirms that the terms of this Agreement do not violate any obligations of the Client, whether arising by contract, operation of law, or otherwise.

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

The Client represents that she/he/it owns all property deposited in the account free and clear of any lien or

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 and Form CRS.

Multiple Clients. In the event the Client consists of more than one party, 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 parties include joint accounts and trust 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 without the Client's consent. 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 thirty (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 under the Advisers Act and/or any applicable state securities law.

Death, Disability or Divorce. Each Client account owner agrees that, on the death or disability of an account owner, divorce of married account owners, or other event that causes a change in ownership or capacity with respect to the

written notice of such change of ownership or capacity. AIA will not be responsible for any transfers, payments or other transactions in the account made at the direction of a former account owners or incapacitated account owner before AIA actually received and had a reasonable amount of time to act on such official written notice. Following receipt of such official written notice, AIA may require additional documents and reserves the right to retain such securities in and/or restrict transactions in the account as it deems advisable in its sole discretion. Any former account owner and the estate of any deceased or incapacitated account owner will remain jointly and severally liable for any losses in the account arising out of or relating to transactions initiated before AIA actually received and had a reasonable amount of time to act on such official written notice.

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.

Client account, the remaining account owners(s), executor, guardian, attorney-in-fact, or other legally authorized representative will immediately give AIA official

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 Delivery of Account Information and Documents and Use of Electronic Signatures. The Client consents to the receipt of all account-related information and documents in electronic form and to the use of electronic signatures in connection with any transaction with AIA. The Client has received and read, understands, and agrees to the terms contained in, the document entitled Ally Invest Consent to Receive Information Electronically and Use Electronic Signatures. The Client understands that if the Client withdraws such consent, the Client's account may be terminated.

By electronically signing an application for an account, the Client acknowledges and agrees that such electronic signature is valid evidence of the Client's 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 this Agreement from time to time and the Client agrees to consult the AIA website for the most up-to-date Agreement. In consideration for AIA opening the Client's account, the Client agrees to accept any such modifications to this Agreement made by AIA.

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.

Unless otherwise required by law, AIA reserves the right to post account-related information and documents on its website without providing notice to the Client. Further, AIA reserves the right to send account-related information and documents to the Client's postal or e-mail address of record. The Client agrees that delivery by any of the foregoing methods is considered personal delivery when sent or posted by AIA, whether the Client receives it or not.

All e-mail notifications regarding the Client's account will be

sent to the Client's e-mail address of record. Regardless of whether the Client receives an e-mail notification, the Client agrees that the Client is responsible for regularly reviewing the AIA website for information related to the Client's account including, without limitation, time-sensitive or otherwise important communications.

Additionally, the Client acknowledges that the Internet is not a secure network and agrees that the Client will not send any confidential information including, without limitation, account numbers or passwords, in any unencrypted e-mails. The Client also understands that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agrees to hold AIA and its affiliates harmless for any such access regardless of the cause, subject to any rights the Client may have under applicable law.

The Client agrees to carefully review all documents upon receipt and notify AIA in writing of any objections within seven (7) calendar days of receipt. The Client agrees that any failure to object during that time frame may be treated by AIA as the Client's affirmative consent and the Client waives any claims to the contrary.

Costs. Potential costs associated with electronic delivery of account-related information and documents may include charges from internet access providers and telephone companies, and the Client agrees to bear these costs. The Client acknowledges that the Client may be charged for paper communications if the Client's e-mail address is invalid or

Hardware and Software Requirements. The Client understands that in order to receive electronic disclosures and communications, he/she/it must have access to a computer or mobile device with Internet access, a valid e-mail address, and the ability to download such applications as AIA may specify and to which he/she/it has access. The Client also understands that if he/she/it wishes to download, print, or save any information he/she/it wishes to retain, the Client must have access to a printer or other device in order to do so. The Client understands that the foregoing provisions will be effective when he/she/it creates an online account on Ally.com and consents to do business electronically with AIA. Additional hardware and software requirements may be found here <https://www.ally.com/resources/pdf/invest/ally-invest-esign-consent.pdf>

Entire Agreement. This Agreement constitutes the final,

The Client hereby acknowledges having received, read, and understood the Ally Privacy Notice, Ally Invest Advisors Form ADV Part 2A Wrap Fee Brochure and Form CRS

_____	_____	_____
Client Signature	Spouse/Partner/Joint Account Signature	Date
_____	_____	_____
Print Client Name	Print Spouse/Partner/Joint Account Name	Date

otherwise inoperable.

Archiving. Through the AIA website, the Client will have access to an archive of all documents the Client receives via electronic delivery for a period of one (1) year. Upon the Client's request, the Client may obtain copies of earlier documents for up to six (6) years for account statements and three (3) years for trade confirmations.

Revocation of Consent. Subject to the terms of this Agreement, the Client may revoke or restrict the Client's consent to electronic delivery of account-related information and documents at any time. The Client also understands that the Client has the right to request paper delivery of any document that the law requires AIA to provide the Client in paper form. The Client understands that if the Client revokes or restricts the Client's consent to electronic delivery of account-related information and documents or requests paper delivery of same, AIA, in its sole discretion, may charge the Client a reasonable service fee for the delivery of any document that would otherwise be delivered to the Client electronically, restrict or close the Client's account, send only paper documents, and/or terminate the Client's access to AIA's services. The Client understands that the Client's revocation or restriction of consent, the Client's request for paper delivery, and AIA's delivery of paper copies of account-related information and documents will not affect the legal effectiveness or validity of any electronic communication provided while the Client's consent was in effect.

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.

Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.

Advice of Counsel. Each party acknowledges that, in executing this Agreement, they 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. This Agreement shall not be construed against any party solely because that party drafted or prepared this Agreement.

NOTICES TO BE SENT TO

E-Mail Address: _____

To Client: _____
Street Address

City State Zip Code

To Firm: Ally Invest Advisors Inc.
Attn: Chief Compliance Officer
11605 N. Community House Rd. Calhoun Bldg. Third Floor
Charlotte, North Carolina 28277

By: _____
AIA Officer Date