

Ally Invest Advisors Inc. Robo Portfolios Advisory Agreement

This Robo Portfolios Advisory Agreement (“Agreement”) sets forth the understanding between you (“Client” or “you”) and Ally Invest Advisors Inc. (“AIA” or “we”) regarding the Robo Portfolios advisory services (“Robo Portfolios”) we will provide you. If you have any questions about this Agreement, you should discuss them with us before executing.

1. Firm Services

AIA will provide Client with an analysis and investment recommendation via its online or mobile interactive questionnaire as described in AIA’s Form ADV Part 2A Wrap Fee Brochure. The recommended portfolio will be based upon the Client’s stated objectives and risk profile at the time of the engagement. The recommended Robo Portfolio will be made up of exchange-traded funds (“ETFs”) and cash or cash equivalents. **After responding to the interactive questionnaire, Client will be presented with the Cash-Enhanced version of an appropriate portfolio. Client will have the ability to switch from the Cash-Enhanced version, which carries no advisory fee, to the Market-Focused version, which has a lower cash allocation but carries an annual advisory fee.** Client will also select from Core, Income, Socially Responsible, or Tax-Optimized model portfolios. Client understands that information regarding Client’s specific circumstances that has not been communicated to or analyzed by AIA may impact the suitability the recommendations provided to the Client.

2. Account Minimum

The minimum initial deposit for new accounts is \$100. The initial minimum funding amount must be met before advisory services will begin. Once the initial minimum is met AIA will manage the Account (as defined below) until either: (1) a full withdrawal request is made by Client to liquidate and close the Account (Termination of Services) or (2) a withdrawal request is made by Client that would bring the Account below a \$75 balance. Any disbursement (Client-initiated withdrawal or liquidation, account statement/trade confirmation fee or other service provider fee) of funds that would bring the Account below \$75 will be processed as a full withdrawal and initiate Termination of Services. Furthermore, Client understands that if the Account goes below the initial minimum funding amount, the asset allocation of the portfolio will vary from the target asset allocation. Any subsequent deposit into the Account after AIA initiates Termination of Services will not be automatically invested in your previously selected portfolio. Client is required to contact AIA to reactivate the Account for investing. AIA may make exceptions to account minimums for certain legacy clients and reductions in balances due to fees or market movement.

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

3. Account Opening

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

4. Account Authority

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

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

Client may impose reasonable restrictions upon the management of the Account by requesting that AIA reallocate to an alternative Robo Portfolio in place of the current one. AIA will not accept Client requests for restrictions that are inconsistent with AIA's stated investment strategy or philosophy or that are inconsistent with the nature or operation of AIA's wrap fee program. Client acknowledges that each Robo Portfolio includes only a single ETF for each asset class and each ETF plays a necessary role in the overall investment strategy. As a result, requests for restrictions on the underlying ETFs held in the Robo 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 Robo Portfolio recommendation and may not meet the time horizon, financial goals, and investment objectives of Client. Any restrictions requested by Client are subject to acceptance by AIA at its sole discretion.

AIA will allocate a certain percentage of the Account to cash. This cash allocation is intended to ensure sufficient liquidity for payment of fees and expenses (including our advisory fee, if applicable) and to cover potential price changes when executing transactions. Custodian may place cash balances that are either pending investment or specifically allocated to a 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 in turn pays a portion of that interest to you. Ally Bank, Broker, and AIA are affiliated entities through their parent company, Ally Financial.

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

5. Trade Execution

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

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

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

6. Custody of Assets

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

7. Prospectuses

All investments in ETFs are subject to the terms of the relevant prospectus, including associated fees, if any. An electronic notice will be sent to you via the email 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 *Calculation of Advisory Fee*

The Account may be assessed an asset-based fee as described in the following fee table:

Portfolio Type	Annualized Fee Rate
Market-Focused	0.30%
Cash-Enhanced	None

Advisory fees are calculated on a daily basis in the following manner: The closing balance of the Account is multiplied by the daily Fee Rate (i.e., 0.30% divided by 365).

b. Payment of Fees

Fees are billed monthly in arrears and withdrawn from the Account within the first ten days of the 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.

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 the Broker's website or by contacting Broker.

d. Fee Adjustments

The Fee Rates listed in Section 8(a) will remain in effect unless AIA provides Client with written notice of a change, in which case any new Fee Rate will take effect 15 calendar days after sending such notice. To avoid being charged any such new Fee Rate, Client must provide AIA with written notification of termination in accordance with the "Termination of Services" 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 at any time by sending a written termination notice to the other party. Upon delivery of a termination notice to Client, receipt of a termination notice from Client, or a transaction that brings the Account below the minimum as described in Section 2, AIA will liquidate all Account positions and cease providing all services contemplated by this Agreement. AIA will inform Broker that the relationship between AIA and Client has been terminated, and Broker will close Client's Account.

If at any time AIA receives or develops information indicating that Client no longer resides in the United States, Broker may restrict, or AIA may request that Broker restrict, the Account. Client may provide, or be asked by AIA to provide, documentation in support of a claim of continued permanent residency in the United States for the purpose of lifting such restriction. However, if the restriction is not resolved within 60 days, AIA may liquidate all Account positions, terminate this Agreement and notify the Broker.

10. AIA Representations

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

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

11. Client Representations

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

- If Client is a natural person, Client is a legal permanent resident of, and resides full-time in, the United States and has the capacity to enter into and perform this Agreement, provided, that Client may reside outside the United States if Client is active military stationed abroad
- If Client is not a natural person, Client certifies that: (i) it is validly organized under the laws of an applicable jurisdiction within the United States; and (ii) the person signing this Agreement has full and complete authority to execute this Agreement on behalf of Client
- The terms of this Agreement do not violate any obligations of Client, whether arising by contract, operation of law, or otherwise
- Client owns all property deposited at any time in the Account free and clear of any lien or encumbrance and no restriction exists as to any disposition of such property
- Client has received AIA's Form ADV Part 2A Wrap Fee Brochure, which describes the roles and capacities of AIA and its representatives and discloses any material conflicts that may exist. Client acknowledges that: AIA (i) performs services for other clients; (ii) may make recommendations to other clients that differ from recommendations made to Client; and (iii) is not obligated to recommend to Client for purchase or sale any security or other asset recommended to any other client
- Client has received AIA's Form ADV Part 3 (Customer Relationship Summary) and
- Client has received the Ally Privacy Notice

12. Confidentiality of Information

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

13. Multiple Clients

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

14. Death, Disability or Divorce

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

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

15. Disputes

If a dispute arises between Client and AIA that cannot be settled through direct negotiations, the parties agree to submit to mediation. If the mediation is unsuccessful, and to the extent not inconsistent with applicable law, the parties agree to submit to arbitration before JAMS, Inc. in Charlotte, North Carolina. The fees and expenses of such arbitration shall be borne equally by the parties. 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 (as posed on the JAMS website, <https://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 Client.

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

16. Limitation of Liability

Client understands and agrees with the following:

- AIA obtains information from a wide variety of publicly available sources and does not guarantee the accuracy of any such information or the success of any advice predicated thereon;
- AIA does not and will not practice law or offer tax or accounting services to Client. None of the fees paid under this Agreement relate to such services and Client must obtain such advice from a third party if desired. Any tax information provided by AIA is not a substitute for the advice of a qualified tax advisor. AIA's communications to Client about rollovers, including any comparisons of AIA's services to services available elsewhere, are intended to provide Client with general information that may be useful to Client's own investment decisions. This general information does not address the details of Client's personal situation, and it is not intended to be an individualized recommendation that Client take any particular action;
- Neither AIA nor its officers, directors, employees, or affiliates (each, an "AIA Party") will be liable for any loss incurred as a result of the services provided to Client by Broker or Custodian via Client's instructions;
- All investments involve risk, and some investment decisions may result in losses, including loss of principal. AIA does not warrant or guarantee that Client's investment objectives will be achieved; and
- 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

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

17. Consent to Electronic Delivery of Account Information and Documents and Use of Electronic Signatures

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. 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." Client understands that if Client withdraws such consent, the Account may be terminated.

By electronically signing an application for an account, Client acknowledges and agrees that such electronic signature is valid evidence of Client's consent to be legally bound by this Agreement and such subsequent terms as may govern the use of AIA's services. Client accepts notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations.

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. 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 Client. Further, AIA reserves the right to send Account-related information and documents to Client's postal or e-mail address of record. Client agrees that delivery by any of the foregoing methods is considered personal delivery when sent or posted by AIA, whether Client receives it or not.

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

Additionally, Client acknowledges that the Internet is not a secure network and agrees that Client will not send any confidential information including, without limitation, account numbers or passwords, in any unencrypted e-mails. 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, subject to Section 16(e) and any rights Client may have under applicable law.

Client agrees to carefully review all documents upon receipt and notify AIA in writing of any objections within seven calendar days of receipt.

a. Costs

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

b. *Hardware and Software Requirements*

Client understands that in order to receive electronic disclosures and communications, Client 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 Client has access. Client also understands that if Client wishes to download, print, or save any information Client wishes to retain, Client must have access to a printer or other device in order to do so. Client understands that the foregoing provisions will be effective when Client creates an online account on Ally.com and consents to do business electronically with AIA. Additional hardware and software requirements may be found at <https://www.ally.com/resources/pdf/invest/ally-invest-esign-consent.pdf>.

c. *Archiving*

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

d. *Revocation of Consent*

Subject to the terms of this Agreement, Client may revoke or restrict Client's consent to electronic delivery of Account-related information and documents at any time. Client also understands that Client has the right to request paper delivery of any document that the law requires AIA to provide Client in paper form. Client understands that if the Client revokes or restricts 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 Client a reasonable service fee for the delivery of any document that would otherwise be delivered to Client electronically, restrict or close the Account, send only paper documents, and/or terminate Client's access to AIA's services. Client understands that Client's revocation or restriction of consent, 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 Client's consent was in effect.

18. **Binding Effect, Successors and Assigns, Assignment and Ownership Changes**

This Agreement shall 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 shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Advisers Act or any applicable state law.

19. **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.

20. **Captions and Headings**

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

21. **Severability**

Any term or provision of this Agreement that is held 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.

