

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

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

3. Account Opening

Concurrent with the execution of this Agreement, Client has opened or is opening a securities liated broker-

least the

Minimum Funding Amount into the Account in order to initiate discretionary management by AIA.

days to allow for account approval and fund processing. If the Account has not been funded within 90 days, AIA may terminate the Agreement and request that Broker close the Account.

4. Account Authority

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

will extend to

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

Client may impose reasonable restrictions upon the management of the Account by requesting that AIA reallocate to an alternative fund or fund family in place of the currently selected one. AIA will

or philosophy or that are inconsistent with the nature or ope advisory services. Such restrictions could result in a strategy that differs from the AIA portfolio recommendation and may not meet the time horizon, financial goals, and investment objectives of Client. Accounts with Client-requested restrictions may experience different performance than accounts without such restrictions, including potentially lower overall performance. Any restrictions requested by Client are subject to acceptance by AIA at its sole discretion.



AIA will allocate a certain percentage of the Account to cash. This cash allocation is intended to ensure sufficient liquidity for payment of fees and expenses (including our advisory fee, if applicable) and to cover potential price changes when executing transactions. Custodian may place cash balances that are either pending investment or specifically allocated to cash on deposit at one or more banks, including Ally Bank, together with cash balances of other customers of Broker in an unsegregated account.



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

e. Performance-Based Fees Inapplicable

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

9. Termination of Services

Client may terminate this Agreement at any time by requesting a full liquidation and withdrawal or transfer

AIA will bill the Account up

to the day prior to the liquidation date.

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

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



11. Client Representations

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

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14. Death, Disability or Divorce

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

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

15. Disputes

If a dispute arises between Client and AIA that cannot be settled through direct negotiations, the parties agree to submit to mediation. If the mediation is unsuccessful, and to the extent not inconsistent with applicable law, the parties agree to submit to arbitration before JAMS, Inc. in Charlotte, North Carolina. The fees and expenses of such arbitration will be borne equally by the parties. The arbitration will be governed and administered pursuant to the JAMS Comprehensive Arbitration Rules & Procedures and in accordance with the Expedited Procedures in those Rules



- liable for any loss incurred as a result of the services provided to Client by Broker or Custodian
- All investments involve risk, and some investment decisions may result in losses, including be achieved.
- No AIA Party will be liable for any loss incurred in the Account unless such loss results from
- Client understands that communications transmitted over the Internet may be accessed by