

BNY Mellon Advisors, Inc. Managed360[®] Program Terms and Conditions

PERSHING ADVISOR SOLUTIONS LLC
MANAGED360[®] | BNY MELLON ADVISORS, INC.

Overview

These Terms and Conditions ("Terms") are legally binding and are considered part of your Investment Advisory Agreement ("Agreement") with BNY Advisors, Inc. ("BNYA"). Among other things, these Terms describe the roles of BNYA, Pershing LLC ("BNY Pershing"), a BNYA affiliate, your financial advisor/investment consultant ("Consultant"), and other services providers, and provide a description of the various investment options that comprise the Managed360 Program. Each of BNYA and BNY Pershing is a wholly-owned subsidiary of The Bank of New York Mellon Corporation ("BNY"). These Terms also include important disclosures, authorizations and legal terms.

For ease of reference, these Terms refer to client as "Client", "you" or "your."

I. Managed Account Services

A. Roles of BNYA, your Consultant and other service providers

(i) **Broker:** Broker is the introducing broker on your brokerage account(s). Broker may be Pershing Advisor Solutions LLC ("PAS"), a BNYA affiliate, or an unaffiliated, third-party Broker.

(ii) **Consultant:** Consultant is the investment advisory representative (or others authorized to act on behalf of the investment advisory firm) responsible for, among other things, assisting you in determining your investment objectives, developing a suitable investment plan and selecting one or more suitable investment options for "your managed accounts."

(iii) **BNYA:** BNYA is the sponsor of the Managed360 Program. If you select one or more of the following investment options ("BNYA Investment Options"), BNYA will also serve as your discretionary portfolio manager:

- BNY AdvisorFlex Portfolios
- BNY Target Risk Focus Portfolios
- BNY Target Risk Portfolios
- BNY American Funds Core Portfolios
- BNY Flexible Unified Managed Account
- BNY Advisors Third-Party Strategists Offering
- BNY Target Risk Offshore Portfolios

Note: For the Separately Managed Accounts investment option, one or more Managers (defined below) serve as your discretionary portfolio manager(s). For the BNY Precision Direct IndexingSM S&P 500[®] option, BNYA's affiliate, Mellon Investments Corporation, serves as your Manager.

BNYA evaluates the Managers, Third-Party Model Providers and Strategists (each defined below). BNYA also evaluates the mutual funds, exchange-traded funds ("ETFs") and other investment vehicles used for each BNYA Investment Option. BNYA identifies, evaluates and implements these investment options, and conducts ongoing maintenance. BNYA, in its sole discretion, may waive account(s) minimums for the BNYA Investment Options.

(iv) **Managers:** Managers provide discretionary portfolio management services based on your investment objectives.

(v) **Model:** Model is an asset allocation, or series of combinations of different asset classes.

(vi) **BNY Pershing:** BNY Pershing is the custodian for your account(s). BNY Pershing provides custodial statements at least quarterly for each account(s). Consolidated performance reporting is available on-line through the Investor Portal. See below for more information.

(vii) **Third-Party Model Providers:** Third-Party Model Providers (including Strategists) provide non-discretionary management services

by providing BNYA with a model portfolio in accordance with a particular investment style.

B. Managed360 Program Descriptions/Authorizations

Brochure. BNY Mellon Advisors, Inc.'s Form ADV, Part 2A Appendix 1 Wrap Fee Program Brochure for the Managed360 Program ("Wrap Fee Program Brochure"), and Form ADV Part 2B-Intermediary Solutions ("Brochure Supplement") are incorporated into your Agreement by reference. The Wrap Fee Program Brochure provides an in-depth description of the Managed360 Program, including a description of Program fees, potential conflicts of interests, risks, and other important information. The Brochure Supplement provides additional information regarding certain personnel of BNYA. Please read all of these documents carefully.

Mutual Funds/Investment Vehicles. Some Managers may invest all or a portion of your assets in third-party or proprietary mutual funds and other investment vehicles. The mutual funds/investment vehicles may impose additional restrictions such as restrictions on investing in the mutual fund/investment vehicle outside of the account(s) managed by the Manager. Please refer to the applicable mutual fund/investment vehicle prospectus for more information about its fees, risks and other important information.

1. Separately Managed Accounts ("SMA")

- Manager Selection.** Your Consultant will recommend one or more Manager(s) to you that your Consultant deems appropriate. You acknowledge that your Consultant has discussed the recommendations with you. In accordance with your independent deliberation, and in concurrence with your Consultant's recommendation, you have selected the Manager(s) indicated in the Agreement. You hereby instruct BNYA to hire the selected Manager(s) on your behalf.
- Analysis.** BNYA may provide written analysis of one or more Managers and their investment styles to your Consultant. You agree that the analyses do not constitute BNYA's recommendation of the Manager(s) to you.
- Authority.** You hereby grant BNYA the necessary authority to hire and, if needed, fire the Manager(s) selected by you, on your behalf. All investment decisions will be made by the selected Managers. BNYA does not have investment discretion under the SMA investment option and is not and will not be responsible for any day-to-day investment management decisions in connection with the SMA investment option.
- Investing Timeframe.** Each Manager employs its own timeframe for investing funds once BNYA has turned over new assets to that Manager. You should review each Manager's Form ADV Part 2A Brochure or other disclosure documents to determine the Manager's

specific procedures. BNYA is not responsible for any adverse effect caused by a Manager's failure to invest your funds on a timely basis.

- e. **Options.** If you select an investment style in which a Manager uses options, you will be required to agree to specific, additional terms related to options transactions, as fully described in the applicable Options Agreement, which you will enter into with Broker.

2. BNY AdvisorFlex Portfolios ("AFP")

AFP is a flexible mutual fund and ETF wrap program, which includes three objectives-based strategies (Appreciation, Income and Preservation). Multiple Models are available for each strategy, as described in the Wrap Fee Program Brochure.

You may grant limited discretion to your Consultant to make changes to selections in your AFP account and to make other decisions relating to your AFP account on your behalf. Please refer to your agreement with your Consultant for more information regarding the discretion you grant to your Consultant.

The minimum initial investment for AFP accounts is \$50,000, with minimum subsequent contributions of \$1,000 each.

3. BNY Target Risk Focus Portfolios ("Target Risk Focus Portfolios")

Target Risk Focus Portfolios is a fixed wrap account investment option. BNYA allocates your assets systematically across multiple asset classes and styles in a single portfolio. Models may include mutual funds, ETFs, and other types of investment vehicles, as determined by BNYA. BNYA determines the asset allocation strategy and selects investment vehicles for each investment style in the portfolio, based upon its proprietary approach to asset allocation, as well as its macroeconomic outlook and investment discipline. Target Risk Focus Portfolios consists of eleven (11) Models. The Models are more fully described in the Wrap Fee Program Brochure.

The minimum initial investment for Target Risk Focus Portfolios account(s) is \$10,000, with minimum, subsequent contributions of \$1,000 each.

4. BNY Target Risk Portfolios ("Target Risk Portfolios")

Target Risk Portfolios is a fixed wrap account investment option. BNYA determines asset allocation strategy and selects investment vehicles for each investment style component of the Target Risk Portfolios based on its proprietary approach to asset allocation, macroeconomic outlook and investment discipline. Target Risk Focus Portfolios consists of ten (10) Models. The Models are more fully described in the Wrap Fee Program Brochure.

The minimum initial investment for Target Risk Portfolios accounts is \$50,000, with minimum subsequent investments of \$1,000 each.

5. BNY American Funds Core Portfolios

BNY American Funds Core Portfolios allocates Client assets systematically across multiple asset classes and styles primarily using American Funds mutual funds and other select ETFs in a single portfolio. BNYA determines the asset allocation strategy and selects investment vehicles for each investment style in the portfolio, based upon proprietary modeling strategies, economic outlook and investment research discipline.

BNYA is solely responsible for the fund selection and construction of the BNY American Funds Core Portfolios and neither American Funds Distributors, Inc. nor its affiliates are involved in such activities, nor do American Funds Distributors, Inc. or its affiliates serve as investment adviser to your account(s).

The BNY American Funds Core Portfolios consist of three Models designed to align with key stages of the investor lifecycle.

The minimum initial investment for BNY/American Funds Core Portfolios accounts is \$10,000, with minimum subsequent investments of \$1,000 each.

6. BNY Flexible Unified Managed Account ("Flexible UMA")

Flexible UMA is a flexible multi-discipline wrap account investment option. Flexible UMA consists of investment options as determined

by BNYA, which include mutual funds, ETFs, certain BNYA Models, and Third-Party Model Provider models provided to BNYA (including Strategists models).

Third-Party Model Providers provide BNYA with strategy specific Model portfolios which, in turn, BNYA uses to manage the portion of your account(s) allocated to the Model. You and/or your Consultant select the investment options as indicated in the Agreement.

BNYA will invest the assets in your account(s) according to the investment options you have selected. BNYA will also periodically rebalance your account(s) without receiving prior approval from you, so that the assets you own are in line with the selections.

Once a particular Third-Party Model Provider notifies BNYA of model portfolio changes, BNYA will normally make corresponding changes to your account(s). However, BNYA reserves the right to not accept a particular change to a Model. For example, if a security is subject to a reasonable restriction you imposed, BNYA will not purchase that security for your account(s).

The minimum initial investment for Flexible UMA accounts is \$50,000, with minimum subsequent contributions of \$1,000 each.

7. BNY Advisors Third-Party Strategists Offering ("Strategists")

Strategists are Third-Party Model Providers that provide BNYA with strategy specific Model portfolios which, in turn, BNYA uses to manage your account(s). You and/or your Consultant select the Model(s) as indicated in the Agreement.

Each of the Models is described in the Wrap Fee Program Brochure.

BNYA will invest the assets in your account(s) according to the Model(s) you have selected. BNYA will also periodically rebalance your account(s) so that the assets you own are in line with the Model without receiving prior approval from you.

Once a particular Strategist notifies BNYA of Model portfolio changes, BNYA will normally make corresponding changes to your account(s), however, BNYA reserves the right to not accept a particular change to a Model. For example, if a security is subject to a reasonable restriction you imposed, BNYA will not purchase that security for your account(s).

The minimum initial investment for Strategists accounts varies by Strategist and Model, as shown in the Agreement and Wrap Fee Program Brochure. More information is available in the Agreement.

8. BNY Target Risk Offshore Portfolios ("Target Risk Offshore Portfolios")

BNY Target Risk Offshore Portfolios is a fixed wrap account investment option available only to non-residents of the United States. BNYA determines asset allocation strategy and selects investment vehicles for each investment style component of Target Risk Offshore Portfolios based on its proprietary approach to asset allocation, macroeconomic outlook and investment discipline. Target Risk Offshore Portfolios consist of eleven Model portfolios, which include mutual funds and/or ETFs classified as Undertakings for Collective Investment in Transferable Securities ("UCITs") which are regulated by the European Securities and Markets Authority ("ESMA").

The minimum initial investment for Target Risk Offshore Portfolios accounts is \$50,000, with minimum subsequent investments of \$1,000 each.

9. BNY PortfolioFlex Portfolios ("PortfolioFlex")

PortfolioFlex is a flexible multi-discipline wrap account investment option that offers customizable Model portfolios across a spectrum of risk profiles, leveraging BNYA's expertise in asset allocation, manager research, portfolio construction, and ongoing portfolio management.

PortfolioFlex offers five (5) asset allocation Models created by BNYA, which may be customized at the asset allocation level (within specified ranges) and by selecting from a variety of investment options, including mutual funds and ETFs (including Proprietary Funds), Models provided by investment advisory affiliates of BNYA ("Proprietary Models") and

Third Party Model Provider Models, as determined by BNYA. Each of the Models is described further in the Wrap Fee Program Brochure.

Third Party Model Providers, as well as affiliates of BNYA, provide BNYA with strategy specific Model portfolios which, in turn, BNYA uses to manage the portion of your account(s) allocated to the Model. You and/or your Consultant select the investment options as indicated in the Proposal Summary, which is incorporated by reference and becomes part of your Agreement.

BNYA will invest the assets in your account(s) according to the investment options you have selected. BNYA will also periodically rebalance your account(s) so that the assets you own are in line with the selections without receiving prior approval from you.

Once a particular Third Party Model Provider or BNYA affiliate notifies BNYA of Model portfolio changes, BNYA will normally make corresponding changes to your account(s); however, BNYA reserves the right to not accept a particular change to a Model. For example, if a security is subject to a reasonable restriction you imposed, BNYA will not purchase that security for your account(s).

You may grant limited discretion to your Consultant to make changes to the asset allocation and investment selections in your PortfolioFlex account on your behalf. Please refer to your agreement with your Consultant for more information regarding the discretion you grant to your Consultant.

The minimum initial investment for PortfolioFlex accounts is \$50,000, with minimum subsequent contributions of \$1,000 each.

10. BNY Precision Direct IndexingSM S&P 500®

BNY Precision Direct Indexing S&P 500 is a discretionary separately managed account product which offers customized portfolios constructed using equity securities that track a target benchmark (i.e., the S&P 500 Index). BNYA's affiliate, Mellon Investments Corporation ("Mellon Investments"), serves as discretionary portfolio manager for BNY Precision Direct Indexing S&P 500. Mellon Investments may use quantitative models and tools to incorporate Client specifications for the benchmark, Client-specific value screens, and tax management. Clients also are able to customize their portfolio to meet specific requirements, such as security restrictions, industry/country limitations, and individual tax requirements. Client portfolios may include securities representing US or non-US equity market indexes. The team employs software designed to systematically harvest losses within the portfolio and replace the securities sold at a loss with others of similar type and risk. For taxable accounts, any savings realized by the reduction in taxes paid or postponed may improve returns when measured in an after-tax basis. This after-tax return benefit presumes that participating Clients have capital gains generated from other sources suitable for offset. Changes in tax law and/or the treatment of capital gains could impact the after-tax returns from this strategy.

The minimum initial investment for each BNY Precision Direct Indexing S&P 500 accounts is \$250,000. BNY Precision Direct Indexing S&P 500 is not available to retirement plans covered under ERISA. IRA accounts not covered under ERISA, including Traditional and Roth IRAs, are permitted.

C. Managed360 Program Fees, and Other Fees and Expenses

This Section provides general information regarding fees you pay to have your assets managed via the various investment options described above. The program fee ("Program Fee") covers program administration services provided by BNYA, custody and clearing of transactions provided by BNY Pershing, support services by Broker and, as applicable, for the management or advisory services provided by BNYA, or the applicable Manager(s). With respect to the Strategists offering, certain Strategists charge a fee ("Model Fee") for their services, which is separate from and in addition to the Program Fee. For BNY Precision Direct Indexing S&P 500, Mellon Investments charges a fee ("Manager Fee") for its services as discretionary portfolio manager, which is separate from and in addition to the Program Fee. With respect to the Flexible UMA and PortfolioFlex investment options, certain Third-Party Model Providers charge a Model

Fee for their services which are separate from and in addition to the Program Fee. For additional information regarding the fees applicable to your selected investment option(s), please refer to the Wrap Fee Program Brochure.

Excluded Fees/Expenses. The Program Fee does not cover services provided by your Consultant, which are separately negotiated with you, although the Consultant's fee may also be paid from the account(s) managed via the relevant investment option.

Also not included in the Program Fee are fees, charges and expenses associated with underlying, pooled investment vehicles such as mutual funds, money market funds and ETFs, or charges associated with securities transactions such as the following: (i) dealer markups, markdowns or odd-lot differentials; (ii) management fees, redemption fees, and operational expenses such as transfer agent, distribution (Rule 12b-1), shareholder servicing, networking, recordkeeping expenses, levied by mutual funds, closed-end funds, UITs, ETFs, ETNs, real estate investment trusts, and other pooled investment vehicles; (iii) charges imposed by law; (iv) costs relating to trading in foreign securities (other than commissions otherwise payable to BNYA or an affiliated person thereof); (v) other specialized charges, such as transfer taxes, exchange or auction fees and SEC transaction fees; and (vi) any brokerage commissions or other charges imposed by broker dealers or entities other than BNY Pershing and the liquidation fee described below.

Additional Fees/Expenses.

Interest. Pershing or another BNYA affiliate will also charge interest on any outstanding loan balances to Clients who borrow money from it.

Account Service Fees. You also may be charged for specific account related services, such as costs associated with temporary investment of your funds in a cash management account(s), trust service charges, transfer on death, returned check fees, ACAT transfers, annual and termination fees for retirement account(s), electronic fund and wire transfer charges.

Mutual Fund Surcharge. If your account(s) holds mutual funds, the account(s) may be charged a \$10.00 surcharge by BNY Pershing for each purchase and sale transaction in the mutual funds of certain mutual fund families ("Mutual Fund Surcharge"). The Mutual Fund Surcharge is in addition to the Program Fee and will be listed on your brokerage statement.

International Styles Fees/Expenses. Managers that offer international investment styles may purchase or include securities on foreign exchanges ("Ordinaries"), which are converted to American Depositary Receipts ("ADRs") prior to being added to your account(s). If you select international investment styles, you may be charged certain hard dollar fees associated with the foreign exchange, taxes and other related fees. These fees typically include, but are not limited to, brokerage expenses, local market execution fees and taxes, exchange-specific taxes/stamp fees, duties/levies, ADR conversion fees, and/or additional settlement and custody charges. BNY Pershing may assess a fee relating to the expenses for such transactions.

In addition, some non-U.S. jurisdictions may impose taxes on securities transactions. If your account(s) is invested in accordance with an investment style containing any securities subject to such a tax, your account(s) will be assessed this tax, which will be remitted to the government of the applicable non-U.S. jurisdiction.

BNY Pershing may use a third-party or an affiliated broker-dealer licensed in Canada, which entity may be paid execution fees for trade execution in Canada.

Fee Debit Authorization. By signing this Agreement, you hereby authorize BNY Pershing, on behalf of BNYA, to debit the Program Fee, as well as any other fees applicable to the selected investment option(s) (together "Fee" or "Fees"), from your Managed 360 account(s) at inception and quarterly thereafter, based on the value of the assets in the account(s) on such dates. The Fee will be due on the date the relevant account(s) is opened at BNYA and will cover the period from such opening date through the final

business day of that calendar quarter, prorated accordingly. Thereafter, the Fee shall be paid quarterly in advance.

Valuation. For the purposes of calculating Fees, and valuation, securities will be valued at the closing price on the principal exchange on which they are traded, the Fee will be based on the value of the relevant account(s) as of the end of the previous calendar quarter. All cash and securities in the relevant account(s) will be included in determining the value of the account(s) for the purpose of calculating the Fee. Investments not listed on a national securities exchange will be valued in a manner determined in good faith by BNY Pershing by consulting other exchanges or valuation services.

Order of Payments. The Fee will be paid first out of free credit balances, if any, in the account(s), second, from the liquidation or withdrawal of shares of any money market funds or balances in any money market account (which you hereby authorize), and to the extent that such assets are insufficient to satisfy payment of the Fee, from the sale and liquidation of other account(s) assets. BNYA will not be liable for any loss or tax consequences as a result of liquidating account(s) assets to satisfy your obligation to pay the Fee.

Householding. If you have more than one account(s) managed via investment options, those account(s) may be "household" for purposes of calculating the Fee. A "household" is generally a group of account(s) having the same address of record or same Social Security number. Individual Retirement Accounts ("IRAs"), SIMPLE IRAs and other personal retirement account(s) generally may be combined for householding purposes; however, other retirement plan account(s) subject to ERISA and charitable remainder trusts may not be included. Fees for Account(s) that may be householded are subject to negotiation and BNYA's approval. The fee rate for each account in a household is determined by the aggregated assets of the household and the fee schedule assigned to the account. The fee rate is then applied to the market value of the account to determine the Fee charged.

Additions/Withdrawals. You are permitted to make additions to your account(s) at any time, which may result in a prorated Fee adjustment. You are permitted to withdrawal assets at any time. BNY Pershing will deliver withdrawn assets to you promptly after the appropriate clearing time. No Fee adjustments will be made for interim, partial withdrawals. However, in the event the Account(s) is terminated by either party in writing, Fees paid for that quarter will be prorated on a daily basis and any unearned portion returned to you.

Manager/Third Party-Model Provider Administrative Fee. With respect to certain Managers and Third-Party Model Providers, the fee associated with an investment style or Model will include an administrative fee received by BNY Pershing ("Administrative Fee") for services associated with trade administration support (for Third Party Model Providers), the portfolio accounting system, billing support, tax lot or performance reporting and other administrative services. In certain instances, the Administrative Fee may be reduced or waived.

D. Authorizations

The following authorizations are in addition to, and not in lieu of, any other authorizations set forth in the Agreement.

Subject to any limitations set forth in the Agreement, you hereby grant to each Manager (including BNYA when it acts in the capacity as a Manager), complete and unlimited trading authorization with respect to your account(s). You also hereby appoint each Manager (including BNYA when it is acting in the capacity as a Manager), as your agent and attorney-in-fact with respect to your assets it manages pursuant to the Agreement. Investments may be made in securities and financial instruments of any kind (to the extent consistent with the relevant investment option) and subject to your reasonable investment restrictions.

For all purchases and sales, you hereby authorize Broker to follow all of your Managers' (including BNYA when it is acting in the capacity of Manager) and Sub-Advisors' instructions in the same manner and with the same force and effect as you might or could do with respect to such

purchases and sales, as well as with respect to all other things necessary or incidental thereto. This trading authorization is a continuing one, and will remain in full force and effect until terminated by you or BNYA.

You hereby authorize BNY Pershing and Broker to accept and act upon instructions concerning your account(s) from your Consultant without inquiry or investigation only as authorized under the terms of this Agreement and pursuant to any Letter of Authorization ("LOA") that you complete, sign and submit.

E. Letter of Authorization Error Resolution

You agree to notify BNYA of any error in implementing a request set forth in a LOA no later than forty-five (45) days after BNYA receives the LOA, regardless of whether you sent the LOA or your Consultant sent it under the terms of a limited power of attorney. Upon receipt of the error notification, BNYA will conduct its standard error resolution process. If you do not notify BNYA of an error within this forty-five (45) day period, BNYA shall not be responsible for any liability relating to the error or for error resolution. Nonetheless, BNYA seeks to correct errors affecting account(s) in a fair and timely manner and seeks in all instances to act in your best interest.

F. Investment Strategy Proposal

You acknowledge and agree that if you receive an Investment Strategy Proposal ("Proposal"), that the Proposal is not a contract. Rather, the Proposal is intended to be a summary of an investment philosophy and process, providing guidance for you, your Consultant and the Managers. The investment strategy described in the Proposal should reflect your desired investment goals and philosophy in terms of an investment objective. Your investment strategy should be reviewed periodically in relation to your economic and financial situation and investment objectives. It is understood that there can be no guarantee about the attainment of any particular goals or investment objectives. The Proposal Summary, which is part of the Proposal, includes a summary of your investment selections as well as the applicable fee schedule(s). The Proposal Summary may be incorporated by reference and become part of your Agreement.

You understand and acknowledge that the Proposal is based on information you provided with respect to your current financial situation and needs. You also understand that you should contact your Consultant when your financial situation or investment objectives change, to discuss what, if any, changes would be appropriate at such time. Circumstances that would trigger a re-evaluation of your portfolio may include, but are not limited to: retirement, loss of employment, change in income, inheritance, marriage, divorce, birth of a child or a child entering college.

The targeted asset allocation contained in the Proposal is simply one of several possible asset mixes that may be suitable for you. The universe of possible asset classes that may be included in the targeted asset allocation is limited to those asset classes that are included in the tools used to create the Proposal. Therefore, other asset classes that may be suitable for your financial situation may not be included in the targeted asset allocation. In addition, the investment selections presented in the Proposal are examples of how you may choose to implement the targeted asset allocation. There may be other investments that may be more appropriate to implement your investment strategy.

G. Trading Acknowledgment and Trading Services

You hereby acknowledge that Managers you select may select BNY Pershing, a BNYA affiliated broker-dealer, for trade execution. For third-party Managers, you acknowledge that BNYA has no involvement in any Manager's selection of a particular broker-dealer for trade execution.

You further acknowledge and agree that trades placed by third-party Managers may be executed on a principal basis, unless your account(s) is an IRA account or subject to ERISA.

Unless you direct otherwise, you hereby instruct your Manager(s) (including BNYA if acting as Manager) to use the execution services of Broker via BNY Pershing to effect transactions for the purchase

and/or sale of securities and other investments. However, if a Manager reasonably believes in good faith that another broker or dealer will provide better execution considering all factors, which may include the total price (including commissions) being lower than it believes is obtainable through Broker, then it may execute elsewhere. In particular, some third-party Managers have historically executed all or a portion of their trades for fixed-income, foreign or small cap securities or strategies with broker-dealers other than BNY Pershing. If a Manager executes trades with a broker-dealer other than BNY Pershing, the expenses of transaction-related services provided by that other broker-dealer will typically cause your account(s) to incur commissions, mark-ups, mark-downs, or other additional trading costs that are in addition to the Fee. BNYA is not responsible for any such decision by a third-party Manager.

You may also direct that one or more of the Managers utilize the services of one or more particular broker-dealers selected by you. In such arrangements, you acknowledge that may affect the Managers' ability to negotiate commissions, obtain volume discounts or achieve best execution for broker-directed transactions, and, as noted above, you will typically incur trading costs that are in addition to the Fee.

There is a conflict of interest where BNYA's affiliate, PAS, serves as Broker and performs execution services. As the account is managed via a bundled fee arrangement, utilizing PAS will not result in additional fees to you.

H. Clearing Agent and Custodian

BNY Pershing will act as custodian for your Managed 360 account(s) and will credit the account(s) with dividends and interest paid on securities held in the account(s) and with principal paid on called or matured securities in the account(s).

Your Consultant will normally provide you with notices about margin requirements or other matters related to your account(s). BNY Pershing may notify you directly if, in BNY Pershing's judgment, market conditions, time constraints, regulatory requirements or other circumstances require it.

I. Sweep Vehicles

Cash balances in any amount are subject to periodic sweeps into a money market fund, FDIC-insured bank deposit product or other short term cash vehicle ("Sweep Options"), some of which may be affiliated with BNYA. Your Advisor selects the universe of available Sweep Options from which you may choose. BNY Pershing has entered into agreements with money market fund companies and FDIC-insured bank deposit products service providers ("Sweep Option Providers") to provide the available Sweep Options. BNY Pershing receives fees and/or other compensation from Sweep Option Providers in connection with the Sweep Options. BNY Pershing does not receive fees or compensation in connection with the available money market fund (non-FDIC insured) Sweep Option(s) designated for IRA and ERISA accounts. At the time your account(s) is opened, you will receive a separate prospectus that provides important information about your account's Sweep Option, including a description of any relevant fees and/or expenses.

J. Communications, Confirmations and Statements

BNYA, Broker, the Managers and Sub-Advisors (as applicable) are authorized to rely on the financial and other information that you provide. Consistent with Rule 3a-4 under the Investment Company Act of 1940, as amended, you and BNYA agree as follows:

- At least annually, BNYA or another person BNYA designates will seek to contact you to determine whether there have been any changes in your financial situation or investment objectives, and whether you wish to impose any reasonable restrictions on the management of your account(s) or reasonably modify existing restrictions;
- At least quarterly, BNYA or another person BNYA designates will notify you in writing to contact them if there have been any changes in your financial situation or investment objectives, or if you wish to impose any reasonable restrictions on the management of your

account(s) or reasonably modify existing restrictions. They will also let you know how to contact them;

- Personnel of Managers (including BNYA when acting as a Manager) who are knowledgeable about your account(s) and its (their) management will be reasonably available to you for consultation; and
- Broker, BNY Pershing, and/or BNYA will make available trade confirmations, statements and reports to your Consultant, who will review the progress in meeting your investment objective.

II. Non-Managed Account Services

Performance Link

If made available through your Consultant, BNYA may provide Performance Link functionality to you, which allows for consolidated performance reporting, both quarterly and on-demand, of your Managed 360 and other Pershing brokerage account(s). Reports are available in hard copy or electronically through the Investor Portal. In conjunction with your Consultant, you select the performance benchmark to be applied to the selected accounts.

To access the Performance Link functionality, you: (i) must have at least one managed account in the Managed 360 program; (ii) hereby represent to BNYA that you are either the primary account holder of the account(s), or that you are authorized to make decisions for the account(s), either through a grant or power of attorney or in your capacity as trustee for the account(s) pursuant to a trust document; and (iii) hereby certify to BNYA that the actions you take in requesting consolidated performance reporting for the accounts do not violate any anti-money laundering provisions of the USA PATRIOT ACT, or any other applicable provision of federal or state law.

The fee for Performance Link functionality is on a per account basis (based on Account Level Assets) as follows:

First \$500,000.....	0.03%
Next \$500,000.....	0.02%
Over \$1,000,000.....	0.00%

The minimum fee charged per quarter per account is \$35. The maximum fee paid per quarter per account is \$62.50.

BNYA will also accept the following types of requests for Performance Link account(s): address change, termination, Consultant fee change, withdraw security in-kind, single and periodic disbursements.

You understand and acknowledge that BNYA provides no investment advice, brokerage or other services, with respect to the brokerage account(s).

You hereby authorize your Consultant to take all necessary actions on your behalf to provide BNYA with a list of your brokerage account(s) which you desire to be included in a consolidated performance report and performance benchmark to be applied, as described above. You further authorize your Consultant to take all necessary actions on your behalf to notify BNYA whether the Performance Link fees, as described above, will be paid by the Consultant or deducted from your Managed360 or brokerage account.

III. Other Legal Provisions

A. Client Acknowledgments and Authorizations

You hereby acknowledge that (i) **all investments carry risks, including the risk of loss of money invested**; (ii) you are aware of the long-term nature of the investment of your assets and possible losses inherent in the transactions in which the Managers (including BNYA when it is acting in the capacity of Manager), will engage on your behalf and that you are financially capable of bearing such losses; (iii) you have sufficient additional resources beyond the assets being managed by the Managers (including BNYA when it is acting in the capacity of Manager); and (iv) you have not received any written or verbal guarantees of performance or representations based upon prior account(s) or transactions as an inducement to enter into this Agreement.

You hereby acknowledge that certain transactions may trigger insider reporting, "suspicious activity" reporting and other reporting and notification requirements.

You further acknowledge that you will notify BNYA promptly if you have filed, or are required to file, any report or notification with respect to your ownership of assets being managed by the Managers (including BNYA when it is acting in the capacity of Manager) (e.g., Schedule 13D under the Securities Exchange Act of 1934, as amended, "Exchange Act").

You acknowledge that you have reviewed the Fees you are being charged and have determined that they are appropriate. You understand and acknowledge that the Fees may be higher than what a different Manager, Strategist, Third-Party Model Provider, Broker or custodian would charge for a similar combination of services, or which would be charged if any advisory or brokerage services were being provided separately.

Section 11(a) of the Exchange Act generally does not allow a member of a national securities exchange (e.g., BNY Pershing) to effect transactions on that exchange for, among other things, an account(s) over which it or its associated person (e.g., BNYA) exercises investment discretion (a covered account) unless an exception applies, such as Rule 11a2-2(T). Rule 11a2-2(T) permits an exchange member (e.g., BNY Pershing), subject to certain conditions, to effect transactions for covered account(s) by arranging for an unaffiliated exchange member to execute the transactions directly on the exchange floor. You hereby authorize BNY Pershing to charge a fee in connection with any transaction it effects that is executed in accordance with Section 11(a) and Rule 11a2-2(T) thereunder (each, a "Section 11(a) Transaction"). You further authorize BNY Pershing to pay out any portion of such fee to others in connection with any Section 11(a) Transaction.

With respect to assets custodied by BNY Pershing on your behalf, you acknowledge that income and capital gains or distributions paid to you from your account(s) may be taxable in your home jurisdiction. You represent that you have sought out tax advice in this regard.

B. ERISA Accounts

If you are a retirement plan subject to ERISA, BNYA acknowledges that, for accounts for which it acts as investment manager, it, as well as any Manager selected by you, are fiduciaries as that term is defined under ERISA.

C. Proxies

If you elected to retain proxy voting authority in the Agreement, neither BNYA nor Managers are obligated to take any action with respect to the voting of proxies. If you are a retirement plan subject to ERISA, the Manager (including BNYA when acting as Manager), will be responsible for voting proxies and reporting to the plan unless you expressly retain that right.

D. Liability

BNYA shall not be liable for any error of judgment or mistake of law or for any loss suffered by you in connection with the matters to which this Agreement relates, provided that nothing in this Agreement shall be deemed to protect or purport to protect BNYA against any liability to you by reason of willful misfeasance, bad faith or gross negligence on its part in the performance of its duties or by reason of BNYA's reckless disregard of its obligations and duties under this Agreement.

E. Indemnification

You shall indemnify and hold BNYA harmless against any and all claims, costs, damages, liabilities, judgments and expenses, including the fees, costs and expenses of counsel, experts or other consultants retained by BNYA ("Losses"), which result from claims, actions, suits, subpoenas, demands or other proceedings brought against or involving BNYA which directly relate to or arise out of BNYA's performance of the matters to which this Agreement relates (except for costs, damages, liabilities, judgments or expenses that have directly resulted from BNYA's own willful misfeasance, bad faith or gross negligence in the performance of

its duties or by reason of BNYA's reckless disregard of its obligations and duties under this Agreement).

Nothing in this Agreement shall be construed as a waiver of any rights you may have under federal or state securities laws or ERISA.

F. Non-Assignability

This Agreement may not be assigned by a party without the consent of all parties, which may be obtained by negative consent, and then only in accordance with the provisions of the Investment Advisers Act of 1940, as amended ("Advisers Act").

G. Governing Law

This Agreement is made and shall be governed and construed in all respects under the laws of the State of New York, without giving effect to the principles of conflicts of law.

H. Effective Date

The Effective Date shall be the date of acceptance by BNYA.

I. Communication

All written communication to you shall be to the address you designate. All written communication to BNYA shall be to:

BNY Mellon Advisors Inc.
1800 American Blvd.
Suite 300 - Pod D
Pennington, NJ 08534

J. Termination

By You. Notwithstanding any other provision in this Agreement, you shall have the right to terminate this Agreement without penalty within five (5) business days after acceptance by BNYA. You may also terminate this Agreement at any time upon five (5) business days' written notice to BNYA. If you terminate this Agreement within one (1) year of the Effective Date, BNYA may charge a liquidation fee of \$300 per account.

By BNYA.

General: BNYA may, in its sole discretion, terminate this Agreement upon prior written notice to you. In such instances, BNYA shall not be liable to you for any resulting loss incurred by you.

Termination of Unfunded Accounts: You acknowledge and agree that this Agreement will be automatically terminated by BNYA without prior notice if your account has had a zero balance for more than six (6) months (an "Unfunded Account"). The Unfunded Account, however, will remain open at BNY Pershing. Once an Unfunded Account has been terminated, funding of the Account at BNY Pershing will no longer be recognized by BNYA and BNYA and its affiliates will not be held responsible for any trading or other delays that may result. Further, BNYA will not provide any additional monthly communications to you or the Consultant regarding terminated Unfunded Accounts. It is recommended that if you have an Unfunded Account, you contact your Consultant to terminate the Unfunded Account at BNY Pershing. You must notify your Consultant if you wish to keep an Unfunded Account open for future funding or if you wish to reopen terminated account(s). New account paperwork is required and other procedures for reactivating a terminated account must be followed.

Effect of termination. Upon termination of this Agreement, BNYA shall not be under any obligation to recommend any action with regard to the investments in your account(s). Upon termination, it shall be your exclusive responsibility to issue instructions in writing regarding any assets held in the account(s). BNYA does not charge for securities delivered in kind.

K. Terminated and Unmanaged Account

If any of your accounts remain unmanaged, or following termination any account still holds assets, for more than sixty (60) days and you have not provided written instructions to BNYA or BNY Pershing regarding

the disposition of the assets in the account(s), BNYA shall have the right to liquidate the account(s) and send you the proceeds. You hereby acknowledge and agree that BNYA and BNY Pershing shall not be responsible for any loss or tax consequences as a result of selling account assets.

L. Amendment

This Agreement may be modified by BNYA upon thirty (30) days' prior notice to you.

M. Manager Registration and Affiliated Managers

BNYA represents to you that BNYA and all parties hired to manage your account(s) on your behalf, are registered as investment advisers under the Advisers Act or under applicable state laws, or are exempt from such registration. Managers, Strategists, Third-Party Model Providers, may be affiliates of BNYA and may include BNYA, which shall be disclosed in the Wrap Fee Program Brochure.

N. Authorized Signers

You represent that the person who signs this Agreement is authorized to negotiate terms and to enter into this Agreement on your behalf. If the signer is a trustee or fiduciary, it represents that the investments are within the scope authorized by the appropriate trust or other legal document or authority. The duly authorized signers who have signed this Agreement hereby certify that the applicable trust or plan documents legally allow the trust or plan to invest in stocks and/or bonds, mutual funds, ETFs and other financial instruments and securities. Further, the signer(s) certify that the documents allow investment discretion to be delegated to an investment adviser or other party and that the trust or plan is authorized to hire such investment adviser or other party. The signers are the only authorized signers necessary to enter into this investment advisory relationship.

O. Force Majeure

BNYA shall not be liable for any delay or failure to perform its respective obligations under this Agreement, or loss caused, directly or indirectly, to the extent resulting from any circumstances beyond its reasonable control including without limitation (i) acts of God or natural disasters such as fires, flood, storm, explosions, earthquakes; (ii) pandemic, actual or threatened epidemics; disease, (iii) legal constraint; work stoppages or other labor disputes; riots; sabotage; insurrection, civil unrest, war either declared or undeclared; acts of any government, governmental authority, police, or military authority, declared or threatened state of emergency; acts of terrorism; or (iv) the interruption, loss or malfunction of utilities or transportation, communications, internet failure; outbreaks of computer viruses; worms; parasites; denial of service and the like.

P. Use of Electronic Media

In connection with matters related to this Agreement and the services to be performed by the parties hereunder, each party agrees that (i) a signature, contract, or other record in electronic form will have the same legal effect, validity and enforceability as a signature, contract, or other record in written or non-electronic form; and (ii) a contract formed by means of an electronic signature will have the same legal effect, validity and enforceability as a contract formed by means of a written signature. For example, when an individual authorized to act on behalf of a party clicks on "I agree", "I consent" or other similarly worded "button" or entry field with a mouse, keystroke or another computer device and causes evidence of such agreement or consent to be transmitted electronically to another party, such party will be deemed to have executed and delivered that agreement or consent. You hereby consent to the use of electronic records or media to deliver any information or documents that are required by applicable law to be provided or made available by BNYA and Managers in writing or otherwise related to the services to be provided pursuant to this Agreement.

You have the right to opt-out of your consent to the use of electronic records or media upon notice to BNYA (and BNYA's reasonable opportunity to act thereon). Additional fees may apply.

Q. Confidential Information

All information furnished by BNYA and Managers to you, and all information furnished by you to them, will be treated as confidential. You agree that BNYA may share confidential information provided by you with affiliates of BNYA, and third parties not affiliated with BNYA (i) in order to meet their respective obligations hereunder, or (ii) as otherwise permitted by applicable law and by BNYA's privacy policies, or (iii) for the purpose of managing, delivering or making available products and services of BNYA's affiliates. You further agree that BNYA may share such confidential information in response to a request by a court, government agency or self-regulatory agency, or as necessary to establish rights or enforce obligations hereunder. Notwithstanding anything else contained herein, any party hereto (and each employee, agent or representative of such party) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure relating to the account(s) and this Agreement, and all materials of any kind (including opinions or other tax analyses) that are provided to the party relating to such tax treatment and tax structure, except to the extent that maintaining such confidentiality is necessary to comply with any applicable or federal or state securities laws.

R. Acknowledgments

You hereby acknowledge that you have received the BNYA Form CRS and Wrap Fee Program Brochure and Brochure Supplement, as well as the Form CRS, Form ADV Part 2A Brochure and Brochure Supplement for any third-party Managers selected by you.

You acknowledge that you have thoroughly reviewed, understood and agree to this Agreement, including these Terms.

S. Entire Agreement

This Agreement (including these Terms and all documents incorporated into the Agreement by reference) represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, discussions, correspondence or negotiations between the parties with respect to such subject matter.

T. Severability

If any term of this Agreement, or part thereof, not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, then it is the intention of the parties that the remaining terms hereof, or part thereof, shall constitute their agreement with respect to the subject matter hereof and all such remaining terms, or parts thereof, shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision that will implement the commercial purpose of the illegal, invalid or unenforceable provision.

U. ARBITRATION

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

A. ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.

B. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

C. THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

D. THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

E. THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.

F. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.

G. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN YOU AND BNYA SHALL BE SUBMITTED TO ARBITRATION BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY OR ANY OTHER NATIONAL SECURITIES EXCHANGE ON WHICH A TRANSACTION GIVING RISE TO THE

CLAIM TOOK PLACE (AND ONLY BEFORE SUCH EXCHANGE).

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL; (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.

THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA GOVERN.

Client Copy