Truist Advisory Services, Inc.

AMC MANAGED ACCOUNT PROGRAMS' GENERAL TERMS AND CONDITIONS

Investment products and services offered or purchased through Truist Advisory Services, Inc. via Truist Investment Services, Inc. are not insured by the FDIC, are not a deposit or other obligation of a depository institution, are not guaranteed by a depository institution, and are subject to investment risks, including the possible loss of the principal amount invested.

PART I

1. Overview; Definitions

Truist Advisory Services, Inc. ("**TAS**"), is an investment adviser registered with the U.S. Securities and Exchange Commission ("**SEC**") and a wholly owned non-bank subsidiary of Truist Financial Corporation ("**TFC**"). Registration of an investment adviser does not imply a certain level of skill or training.

Truist Investment Services Inc. ("**TIS**") is a SEC registered broker-dealer and member of the Financial Industry Regulatory Authority ("**FINRA**") and the Securities Investor Protection Corporation ("**SIPC**"). TIS is also a wholly owned non-bank subsidiary of TFC. As an introducing broker-dealer which in the ordinary course of business generally clears its equity and option trade orders related to advisory accounts through National Financial Services, LLC or such other broker or custodian it may in the future designate as its clearing broker ("**Clearing Broker**"). However, in an effort to obtain best execution for clients, in certain cases, TIS may route certain larger equity and option orders and orders with special handling instructions to other market centers and broker-dealers. TIS does not receive any compensation related to the alternative routing of such orders. The Clearing Broker provides clearing, execution and custody services for TIS and the Program Assets held in each AMC Account enrolled in each Program.

TAS is a "Sponsor" as defined in Rule 3(a)-4 of the Investment Company Act of 1940 of each of following separate "**AMC Managed Account Programs**" ("**Programs**" and separately each a "**Program**").

Each Program is offered through and in accordance with the terms specified in the TAS AMC Wrap Managed Programs Brochure ("**AMC Disclosure Brochure**").

- AMC Allocation Plus;
- AMC Advise;
- AMC Annuity
- AMC Fund Select Tactical;
- AMC Pinnacle;
- AMC Premier; Separately Managed Account ("**SMA Program**" or "**AMC Premier**"); and
- Envestnet Sentry Program Account ("SPA" or "**Envestnet SPA**");
- AMC Truist Invest **Effective August 1, 2026, no longer available to new Clients.**

Envestnet Asset Management, Inc. serves as a co-advisor with TAS of the AMC Pinnacle and Envestnet Sentry Programs.

This Agreement establishes the respective responsibilities of each party in connection with the investment advisory services that will be provided with respect to Client's assets invested in each of the AMC Managed Account Programs selected by Client ("**AMC Account**" or "**Program Assets**").

Client acknowledges and agrees that, by establishing an AMC Account relationship with TAS Client also, intending to be legally bound and, for full and adequate consideration, acknowledges and agrees to the terms and conditions of this Agreement (as defined below), as the same may be amended by TAS (at any time and from time to time) in accordance with the terms of this Agreement.

Platform administrative services are provided to each Program by Envestnet Asset Management, Inc. ("**Platform Manager**"). Administrative services include accessing Platform Manager's platform system that creates proposals based on TAS's asset allocation models and model securities portfolios ("**TAS Model(s)**") and asset allocation models and model securities portfolios ("**Third-Party Model(s)**") developed and provided by unaffiliated providers ("**Third Party Model Provider(s)**") pursuant to agreements, ongoing monitoring of account positions, submission of trade details to Clearing Broker, performance reporting and/or account billing. Client understands that Platform Manager and TAS are not affiliated other than through jointly providing services to the Programs. Except in the case of the Envestnet SPA Program, and with respect to accounts invested in Third Party Models within the AMC Fund Select Tactical Program and the AMC Pinnacle Program, Platform Manager provides only the technology platform on which each Program is serviced and does not render investment advice to Client or TAS.

As used in these AMC Managed Account Programs' General Terms and Conditions (**"General Terms and Conditions"**) the following terms, unless the context shall clearly require otherwise, shall have the meanings set forth below:

"Agreement" shall mean these General Terms and Conditions (including Part II hereof) and the terms and conditions of the following "**Program Documents**":

1. Client's completed Statement of Investment Selection and/or **Account Consent and Disclosure Contract** ("**ACDC**"), if any, in effect at the time investment advisory services are provided by TAS;
2. Client's Client Profile;
3. Unless otherwise specifically permitted by the terms any Program, Client's TIS Brokerage Application, Brokerage TIS Customer Agreement, and all related documents and disclosures, including but not limited to the Sweep Program Disclosure Statement;
4. Client's Statement of Investment Selection in effect at the time investment advisory services are provided by TAS;
5. TAS' Form CRS;
6. The AMC Disclosure Brochure;
7. TAS, Envestnet and third-party manager Form CRS, where applicable;
8. TAS, Envestnet and third-party manager Privacy policies, where applicable; and
9. Each applicable Third-Party Investment Manager Disclosure Brochure relating to each Program selected by Client in Client's SIS (including, but not limited to, the applicable fee schedule(s) ("**Fee Schedule**") set forth therein).

"**Brokerage Accoun**t" shall mean the Client's separately established TIS brokerage account utilized in connection with the administration and management of Client's Program Assets or any other account in which Client's Program Assets are held.

"**Client**" and "**Clients**" shall refer to the person, persons, entity, or entities establishing an AMC Account with TAS.

"**Client Profile**" shall mean the Client investment profile questionnaire and/or proposal created by Client and delivered to TAS which is designed to define Client's investment objectives and overall investment strategies by collecting relevant information from Client.

"Program Fee(s)" shall mean the Program Fee specified with respect to each Program in the AMC Disclosure Brochure in effect at the time investment advisory services are provided by TAS and addition expenses as more fully defined in Section 10 below.

"Program Terms and Conditions" shall mean the applicable Program Terms and Conditions of each Program set forth below in Part II of these General Terms and Conditions which establish and describe each Program's investment strategies, policies, and other specific terms applicable to each Program ("**Investment Mandate**").

Certain of the Programs contemplate that Client may delegate discretionary investment authority to TAS or rely upon investment advice provided by TAS and/or unaffiliated entities serving as an investment manager (each a "**Third-Party Investment Manager**") will provide services to each Program including Envestnet or sub-advisors (each of TAS and/or any Third-Party Investment Manager hereinafter referred to as, an "**Investment Manager**"). In the case of the AMC Advise Program, as used herein, the term "Investment Manager" shall also include any approved TAS Investment Adviser Representative ("**Adviso**r") responsible for making discretionary investment management decisions for the Client's AMC Advise Account. Each Third-Party Investment Manager will provide services to each Program in accordance with the terms set forth in such Third-Party Investment Manager's applicable Form ADV Part 2A or other brochure meeting the requirements of Rule 204-3 under the Adviser's Act ("**Third-Party Investment Manager Disclosure Brochure**").

"Statement of Investment Selection" shall mean the Statement of Investment Selection ("**SIS**") agreed to by the Client and TAS which is in effect at the time investment advisory services subject to this Agreement are provided by TAS.

"Sweep Program Disclosure Statement" shall mean the Truist Investment Services, Inc. Sweep Program Disclosure Statement provided to Client in connection with the establishment of Client's TIS brokerage account, as the same may be amended and in effect at the time investment advisory services are provided by TAS.

"TIS Sweep Program" shall mean the Truist Investment Services, Inc. Sweep Program, or any successor cash account management service provided by TIS in connection with the administration of Client's TIS brokerage account, as the same may be amended and in effect at the time investment advisory services are provided by TAS.

Client acknowledges and agrees that the terms and conditions of each of the Program Documents (as the same may be separately amended at any time and from time to time) are expressly agreed to and incorporated this Agreement by reference with like effect at the time advisory services subject to this Agreement are provided by TAS as if set forth herein verbatim.

Client further acknowledges and agrees that upon completion and delivery to Client of Client's Statement of Investment Selection, TAS will transition Client's TIS brokerage account to a TAS AMC Account in the AMC Managed Account Program selected by Client on the SIS, after a discussion with the TAS Advisor.

Client further acknowledges and agrees that changes or adjustments to a Client's AMC Account SIS may be made by verbal direction or consent of the Client to any such changes or adjustments which shall be promptly confirmed in the SIS from TAS to the Client. Notwithstanding TAS' commitment to provide written confirmation of such changes or adjustments, Client acknowledges and agrees TAS may rely in good faith on verbal instructions of a Client and act on such instructions prior to Client's receipt of the applicable TAS SIS.

Client agrees to immediately upon receipt of each applicable TAS SIS confirming verbal instructions to TAS to inform TAS, if any such changes or adjustments made to Client's SIS described in such SIS are unauthorized or are in any manner incorrect or incomplete. Client acknowledges and agrees that TAS shall incur no liability with respect to any actions taken in good faith reliance upon the risk and other information contained in any verbal instructions or any amendment or modification of Client's SIS unless Client shall inform TAS, in writing, that any such amendment or modification of Client's SIS is unauthorized, incorrect or incomplete within five (5) business days following TAS' transmission of any applicable SIS to Client.

At the opening of each AMC Account TAS, and continuously thereafter, TAS will extend to Client an ongoing offer to impose reasonable investment restrictions on Client's AMC Account **("Client Restrictions")**. Client acknowledges and agrees that Client understands that Client has been given this opportunity, and further understands that Client may also impose additional Client Restrictions or modify or eliminate any existing Client Restrictions at any time by reasonable written notice to TAS.

TAS reserves the right to reject any proposed Client Restrictions which it reasonably determines, after consultation with the Client, are inconsistent with the prudent investment management of any Program.

Establishment of an AMC Account and investment of Program Assets in each of the Programs also requires that Client:

1. Create and furnish to TAS a Client Profile which TAS will be entitled to utilize and fully rely upon in connection with the establishment and management of Client's AMC Account and all other investment recommendations TAS shall provide to Client.
2. Agree to and furnish to TAS a Statement of Investment Selection and/or Account Consent and Disclosure Contract which TAS will be entitled to utilize and fully rely upon in connection with the management of Client's AMC Account.
3. Unless otherwise specifically permitted by the terms any Program, separately establish or maintain a Brokerage Account**"**) with TAS' affiliate TIS, which TAS will utilize in connection with the management of Client's AMC Account.
4. Acknowledge and agree that, if Client's Brokerage Account is a TIS brokerage account, the core account sweep option of Client's Brokerage Account will be deposited in the Truist Investment Services, Inc. Sweep Program and that funds held in Client's Brokerage Account core account will constitute Program Assets for purposes of Client's investment advisory relationship with TAS and that such core account funds will constitute Program Assets and be subject to the Program Fee.

The general requirement that Client must establish or maintain a TIS Brokerage Account and utilize the TIS Sweep Program in connection with TAS' management of Client's AMC Account provides financial benefits to TAS and its affiliates, TIS, Truist Bank ("**TB**") and TFC, which create conflicts of interest for TAS in connection with the management of Client's AMC Account. Such conflicts of interest are more fully described in Section 5 below and other materials provided to Client in connection with Client's establishment of Client's Brokerage Account.

Client acknowledges and agrees that if Client's Brokerage Account is a TIS brokerage account, the terms and conditions of Client's Brokerage Application and Customer Agreement with TIS (including all terms and conditions contained and all disclosures and other account opening documents relating thereto (separately and together "**Brokerage Agreement**")), as the same may be amended at any time and from time to time, shall continue to exist is full force and effect during the continuance of Client's investments in each Program. If Client's Brokerage Account is associated with a qualified retirement account or Traditional, Rollover, Roth, Education, SIMPLE, SEP, or other IRA or similar account, the term "Brokerage Agreement" shall also include the terms and conditions of any applicable any plan, trust, custodial or other agreements entered into by Client with TIS and/or the Clearing Broker in effect at the time investment advisory services are provided by TAS.

In the event of any conflict between the terms of Client's Brokerage Agreement and the terms of this Agreement, the terms of this Agreement shall prevail.

Client grants TAS and its Advisors and/or their support staff authority to assist Client with the completion of Client's Brokerage Agreement and any other required account documentation necessary for the management of any AMC Account contemplated under this Agreement. Client acknowledges and agrees, that Client is fully and solely responsible for the accuracy and completeness of information provided to TAS and its Advisors in connection with any such assistance.

Client further agrees and represents to TIS and TAS that Client has reviewed and approved the accuracy of any Client information contained in Client's Brokerage Agreement and any other required account documentation submitted to TIS in connection with the establishment of Client's Brokerage Account.

If Client's Brokerage Account is a TIS brokerage account, TIS will review the Client's Brokerage Agreement and supporting documentation prior to acceptance and may decline to accept Client's Brokerage Agreement within a reasonable time. If TIS declines to accept Client's Brokerage Agreement, TIS will promptly return to Client any funds or securities submitted by Client and Client agrees to promptly establish or maintain a brokerage or securities account with another financial firm in order to receive any such funds and securities so returned.

The terms and conditions, including fees, set forth in this Agreement (including for avoidance of doubt, any document incorporated in these General Terms as Conditions by reference and any fee schedule contained therein) are subject to change and may be modified by TAS by notice upon at least thirty (30) day advance written notice to Client as provided in Section 28 below.

2. Acknowledgement of Receipt of Documents.

Each of the Programs is offered only through this Agreement, the AMC Disclosure Brochure, and any applicable Third-Party Investment Manager Disclosure Brochure(s).

Client acknowledges and agrees that Client has received copies of (i) Client's Client Profile; (ii), if applicable, Client's TIS Brokerage Application and TIS Customer Agreement; (iii) Client's SIS, (iv) these General Terms and Conditions, Parts I and II, (v) AMC Disclosure Brochure describing the Program(s) selected by Client, (vi) each applicable (if any) Third-Party Investment Manager Disclosure Brochure(s), (vi) the privacy policies of each applicable Third-Party Investment Manager, including Envestnet, where applicable. TAS' most recent privacy policy is set forth in Section 34 of this Agreement. TAS' current AMC Disclosure Brochure, Privacy Policy and Form CRS and similar documents provided by the Third-Party Investment Manager(s) noted above may be obtained at any time from Client's TAS Advisor or by visiting the TAS intranet site at: https://www.truist.com/wealth/tas-disclosure.

3. Client Profile and Client's Statement of Investment Selection.

Client acknowledges and agrees that, before suggesting that Client create an AMC Account, enter into an investment advisory relationship with TAS and elect an investment Program, TAS Advisors may assist Client in completing a Client investment profile, questionnaire or proposal (collectively, **"Client Profile"**) which is designed to define Client's investment objectives and overall investment strategies by collecting relevant information from Client. TAS.

TAS shall have no obligation to provide investment advisory services to any AMC Account unless and until it has received and accepted Client's information needed to complete a Client Profile and an SIS verbally approved and agreed to by Client and TAS which together shall govern and inform TAS' investment management of Client's AMC Account.

Client acknowledges and agrees (i) that Client has given TAS Advisor accurate information for completion of Client's Client Profile and any other required ancillary account documentation submitted to TAS and (ii) that TAS shall be entitled to fully rely on the financial and other information provided by Client to TAS from time to time, including information captured in Client's Client Profile, in connection with its services to client under this Agreement, including but not limited to, determining appropriate investment recommendations, investment strategies and investments for Client, including each of the Programs offered to Client.

After an AMC account is opened, Client's Client Profile may be amended and modified by mutual agreement of Client and TAS at any time and from time to time. Any such agreement relating to the modification or amendment of Client's Client Profile other than by written agreement, such as by oral or telephonic means or exchange of electronic communications (such as e-mail, text, instant message, or similar applications), shall be promptly confirmed by written notice provided by TAS to Client. Client shall immediately inform TAS if any changes so made to Client's Client Profile are unauthorized or are in any manner incorrect or incomplete. Client acknowledges and agrees that TAS shall incur no liability with respect to any actions taken in good faith reliance upon the risk and other information contained in any amendment or modification Client's Client Profile unless Client shall inform TAS, in writing, that any such amendment or modification of Client's Client Profile is unauthorized, incorrect or incomplete within five (5) business days following TAS' transmission of such written notice to Client.

If TAS recommends and Client agrees that Client shall establish, create, and fund an AMC Account, Client shall complete and provide to TAS a Statement of Investment Selection to be utilized by TAS, together with Client's Client Profile, in connection with the management of Client's AMC Account. Client acknowledges and agrees that TAS Advisors may assist Client in completing Client's SIS.

Client acknowledges and agrees (i) that Client has reviewed and approved the accuracy of any Client information contained in Client's SIS and any other required ancillary account documentation submitted to TAS and (ii) that TAS shall be entitled to fully rely on the financial and other information provided by Client to TAS from time to time, including information supplied in Client's SIS, in connection with its services to client under this Agreement, including but not limited to, determining appropriate investment recommendations, investment strategies and investments for Client, including each of the Programs offered to Client.

After an AMC Account is opened, Client's SIS (including, but not limited to, the selection of the Program selected by the Client currently utilized in connection with the management of Client's AMC Account) may be amended and modified by mutual agreement of Client and TAS at any time and from time to time. Any such agreement relating to the modification or amendment of Client's SIS other than by written agreement, such as by oral or telephonic means or exchange of electronic communications (such as e-mail, text, instant message, or similar applications), shall be promptly confirmed by written notice provided by TAS to Client. Client shall immediately inform TAS if any such changes so made to Client's SIS are unauthorized or are in any manner incorrect or incomplete. Client acknowledges and agrees that TAS shall incur no liability with respect to any actions taken in good faith reliance upon the risk and other information contained in any amendment or modification of Client's SIS unless Client shall inform TAS, in writing, that any such amendment or modification of Client's SIS is unauthorized, incorrect or incomplete within five (5) business days following TAS' transmission of such written notice to Client.

Client agrees to notify TAS promptly, in writing, of any material change in Client's circumstances that might affect the manner in which Client's assets should be invested or the services provided under this Agreement and to provide TAS with such other information or documentation as it reasonably requests. Client acknowledges and agrees that TAS shall not be liable for any losses or other damages incurred as result of Client's failure to provide accurate or complete information in connection with the establishment and continued maintenance of Client's Client Profile, Client's SIS or Client's failure to promptly inform TAS of any changes in the information previously provided to TAS by Client, including but not limited to, any changes to Client's personal, health, employment or other financial circumstances which would render Client's current Client Profile and/or current SIS inaccurate or incomplete in any manner.

Client understands and agrees that TAS will rely upon the information provided by Client and contained in Client's Client Profile and Client's SIS and that TAS will not independently verify any information that Client provides in connection with the completion or maintenance of Client's Client Profile or Client's SIS.

Risk tolerance and investment objectives of a Client's underlying TIS Brokerage Account are maintained by TIS separately from TAS and may not specifically match the investment advisory account risk profile rating of the Client's AMC Account utilized by TAS on its investment advisory platform which govern how AMC Account and Program Assets investment risks and other relevant investment information are captured and monitored by TAS.

Each Client's AMC Account shall be managed in accordance with the risk rating applicable to the TAS investment advisory Program relationship recorded on TAS' investment advisory platform and not in accordance with any risk rating applicable to Client's TIS Brokerage Account. The rights and obligations of TAS, Investment Manager and Client pursuant to this Section 3 shall survive any termination of this Agreement.

The AMC Advise and AMC Allocation Plus Programs allow the TAS Advisor managing the Account to adjust the risk profile associated with your Program Account withing the Envestnet system downward. If any such adjustments are made, Clients will be sent a semi-annual notice to recap their current account risk level based the assets in the account at that time. **NOTE: As a result of the discretion granted to your TAS Advisor, the actual risk profile of the assets held in your AMC Advise and/or AMC Allocation Plus Program Account may be lower than the risk level specified on your SIS.**

4. Appropriateness of Selected Program.

Before selecting a Program and investing Program Assets therein, Client should consider, among other factors, the costs and potential benefits of the Program, the potential Client's risk tolerance, investment objectives and time horizon.

The costs a Client pays for a Program may be more or less than if the Client were to purchase the investment advisory services and the investment products separately. A potential Client should consider these costs, among other factors, when deciding whether a Program is appropriate for the potential Client.

In considering Program Fees and other associated expenses, Client should carefully read the terms of TAS' current Form CRS and all parts of this Agreement, the AMC Disclosure Brochure, and any applicable Third-Party Investment Manager Disclosure Brochure.

Client acknowledges and agrees that Client is aware that Program Fees paid to TAS and other Investment Managers for investment advisory services and other expenses incurred in connection with participation in a Program will be deducted from the Client's Account and reduce the value of the Client's Account or other source of payment of Program Fees. The rights and obligations of TAS, Investment Manager and Client pursuant to this Section 4 shall survive any termination of this Agreement.

5. Core Account, TIS Sweep Program.

Client's Account contains a **"core account"** which is used for settling transactions and holding credit balances.

If Client's Brokerage Account is a TIS brokerage account, the terms of Client's Brokerage Agreement require that Client's AMC Account must utilize the TIS Sweep Program as its core account sweep vehicle. Client acknowledges and agrees that Client has reviewed and agreed to the terms of the Sweep Program Disclosure Statement (the terms and conditions of which, as the same may be modified or amended, are incorporated herein by reference) provided to Client in connection with the establishment of Client's Brokerage Account.

The general requirement that Client must establish or maintain a TIS Brokerage Account and utilize the TIS Sweep Program in connection with TAS' management of Client's AMC Account provides financial benefits to TAS and its affiliates, TIS, Truist Bank ("**TB**") and TFC, which create conflicts of interest for TAS in connection with the management of Client's AMC Account. Such conflicts of interest are more fully described in TAS' Form CRS, the Truist Investment Services, Inc. Investing Guide, the Sweep Program Disclosure Statement, the AMC Disclosure Brochure, and other materials provided to Client in connection with Client's establishment of Client's Brokerage Account. See TIS' intranet site for the TIS Sweep Program Disclosure, list of banks and current rates at https://www.truist.com/wealth/tis-disclosure.

All Federal Deposit Insurance Corporation ("FDIC") insurance coverage applicable to bank deposits utilized by TIS in the operation of the TIS Sweep Program is provided by TB and other participating FDIC insured Program Banks (if applicable) only in accordance with and subject to applicable FDIC rules which are more fully described in the Sweep Program Disclosure Statement. Neither TIS, TAS, Clearing Broker, TB nor any participating Program Bank will determine the applicability of FDIC insurance to or monitor the amount of Client's bank deposits made in connection with the operation of the TIS Sweep Program for purposes of determining whether the Client's AMC Account core account sweep balance qualifies for or exceeds the limit of available FDIC insurance.

Client is solely responsible for monitoring the total amount of their assets on deposit with TB and, if applicable, each other Program Bank participating in the TIS Sweep Program (including all other accounts at TB and/or any other Program Bank held in the same right and legal capacity) in order to determine the extent of deposit insurance coverage available to **Client on such deposits. Clients who are trustees are solely responsible for determining the application of FDIC insurance for the applicable trust and any beneficiaries.**

AMC Account Program Assets held in the TIS Sweep Program are included in each Program and as such are subject to the applicable Program Fee in the same manner as all other AMC Account holdings.

6. Appointment of Investment Manager.

In the case of the AMC Advise, AMC Fund Select Tactical, AMC Pinnacle, AMC Premier SMA, Envestnet SPA Accounts and AMC Truist Invest; Client appoints TAS and (as applicable) another Investment Manager as designated on Client's SIS as each such Program's designated discretionary Investment Manager authorized to manage the Client's AMC Account in accordance with the Investment Mandate of the Program selected by Client pursuant to the Client's SIS and hereby grants to TAS or such Third-Party Investment Manager, as the case may be, full discretionary authority, subject to the terms of the applicable Program's Investment Mandate and any Client Restrictions, to invest, reinvest, exchange and otherwise deal with the Program Assets in its discretion, including (if applicable) without limitation, the authority to select, allocate and reallocate the Program Assets in Client's Accounts. Such discretionary authority may be exercised by TAS, or such Third-Party Investment Manager, as the case may be, if and when it deems appropriate and, unless otherwise expressly provided by the applicable Program's Investment Mandate, without prior consultation with Client and includes full discretionary authority to buy, sell, exchange, convert and otherwise trade in any stocks, bonds, mutual funds, alternative investments and other securities, as may be permitted by the terms of the Investment Mandate of the applicable Program.

7. Initial Program Assets.

AMC Account Program Assets shall consist of the cash (including any core account sweep vehicle), securities, debt instruments or other investment assets of whatsoever kind that are initially invested in the Program(s) selected by Client in accordance with the Client's SIS, and, in addition, all investments, reinvestments, and proceeds of the sale of all investment holdings, including, without limitation, all dividends and interest on such investments, and all appreciation and other additions and less depreciation and withdrawals from the Client's Account(s). Client represents and warrants to TAS, TIS, Clearing Broker and each applicable Investment Manager that all Program Assets delivered into Client's AMC Account are free of any encumbrances, including constructive liens.

AMC Accounts established and not funded at the applicable Program minimum funding requirement within 90 days after account opening will be removed from the applicable Program. Client acknowledges and agrees that upon removal of Client AMC Account from its assigned Program and the resulting termination of Client's investment advisory relationship with TAS, if such assets are held in a TIS brokerage account, Client's Program Assets will be reclassified as a TIS self-directed full-service brokerage account and that TAS will not provide investment advice to Client with respect to management of any Client brokerage relationship.

Client acknowledges and agrees that, if Client transfers in-kind assets into an AMC Account which are not compatible with the Investment Mandate(s) of the Program(s) selected by the Client, subject to any applicable written Client Restrictions accepted by TAS, TAS and/or another Investment Manager are fully authorized to liquidate such assets immediately or at a future point in time and such liquidation can cause Client to incur a brokerage commission or other charges, (including, surrender charges and/or contingent deferred sales charges, if applicable).

Liquidation of a Client's existing investment positions contributed to a Program in kind will, in the case of taxable AMC Accounts, result in the realization of taxable income in the case of appreciated investments and losses in the case of depreciated investments. Accordingly, Client should consult with Client's own tax advisers prior to funding an AMC Account with existing investment positions. Client acknowledges and agrees that, except in the case of an unauthorized sale of investments subject to Client Restrictions, TAS and any Investment Manager shall not be liable for any taxes or other expenses incurred in connection with the sale of any existing investment position contributed in kind to an AMC Account.

8. Power of Attorney.

In the case of the AMC Advise, AMC Fund Select Tactical, AMC Pinnacle, AMC Premier SMA, Envestnet SPA Accounts and AMC Truist Invest, Client appoints TAS and (as applicable) another Investment Manager as designated on the SIS, as Client's agent and attorney-in-fact with respect only to trading activities of the Program Assets in Client's AMC Account. Subject to the terms of the applicable Program's Investment Mandate and any Client Restrictions, Client hereby authorizes TAS or any designated Third-Party Investment Managers as Client's agent and attorney - in-fact to, in its sole discretion and without prior consultation with Client, to purchase, sell, exchange, convert and otherwise trade in and deal with any security or cash in the Client's Accounts for the Account of and risk of Client and generally to perform the services described.

In order to reduce investment expenses incurred by Client, notwithstanding any terms of any Program to the contrary, Client expressly authorizes TAS, without notice to or prior consultation with Client, to exchange any mutual fund shares held in Client's Account for equivalent shares of the same mutual fund which consist of shares of the most cost-effective share class of such mutual fund currently available to Client's Account on the TIS brokerage platform.

9. Trade Execution and Custodial Services.

With respect to trade execution and custodial services Client's AMC Account is governed by the Client's Brokerage Account Agreement.

If Client's Brokerage Account is a TIS brokerage account, Client directs that all or some of the transactions for the Client's Account will be executed by TIS through Clearing Broker. However, in an effort to obtain best execution for clients, in certain cases TIS may route certain larger equity and option orders and orders with special handling instructions to other market centers and broker-dealers. As a general matter, Investment Managers in each Program will use the execution services of Clearing Broker, through TIS, to effect transactions for the purchase and/or sale of Program Assets for the Client's AMC Account. An Investment Manager will execute transactions through a broker or dealer other than Clearing Broker only when such Investment Manager reasonably believes in good faith that the other broker or dealer will provide better execution (after taking into consideration the net impact of commissions or other transaction charges) than would be the case if the transaction were executed through TIS and Clearing Broker.

Client acknowledges and agrees that by directing an Investment Manager to execute transactions for the Account through TIS and Clearing Broker, as described above, it is possible that Client will obtain less favorable net price and quality of execution than Investment Manager's other Clients whose trades are executed through another broker-dealer selected by the Investment Manager. For fixed income transactions, any disparity in price or execution quality is likely to be greatest with less liquid fixed income securities, such as municipal bonds, or less liquid securities issued by corporations or government or agency issuers. Client further acknowledges and agrees that directing an Investment Manager to execute transactions for the Account through TIS and Clearing Broker can cause Client to forego benefits that an Investment Manager may be able to obtain for its other clients through, for example, negotiating volume discounts or block trades.

Client acknowledges and agrees that if an Investment Manager elects not to use TIS and Clearing Broker to effect transactions for the purchase and/or sale of Program Assets for the Client's AMC Account and instead utilizes the services of another broker-dealer to undertake such transactions, Client will incur additional brokerage commissions and other fees which are not included in the Program Fee described below but will be charged to Client's AMC Account separately and in addition to the Program Fee and will correspondingly reduce Client's investment returns. For more information about the trading practices of third-party investment managers and Envestnet, please refer to the "**Important Information about the Trading Practices of Independent Investment Managers and Envestnet in Certain Truist Advisory Services Managed Programs**" disclosure on Truist Wealth's website **https://www.truist.com/wealth/tas-disclosure**.

Each Investment Manager policies regarding the selection of broker-dealers are described in the applicable Investment Manager's Disclosure Brochure, Investment Manager brokerage placement policies can permit an Investment Manager to select broker-dealers that provide the Investment Manager with "soft dollar" credits which the Investment Manger may exchange with the broker- dealer for research or other transaction-related services. An Investment Manager's use of a broker-dealer providing the Investment Manager with soft dollars will cause Client to pay such broker-dealer higher commissions for effecting transactions for Client's AMC Account than standard commissions and will correspondingly reduce Client's investment returns.

In the case of the AMC Fund Select Tactical, AMC Pinnacle, AMC Premier and Envestnet Sentry Accounts; the Platform Manager places trade orders on behalf of TAS via model updates provided by Third-Party Model Providers pursuant to an agreement with TAS with pre-set initial transactions and periodic rebalancing triggers for transactions, where applicable.

Envestnet, as a co-advisor of the AMC Fund Select Tactical (only with respect to those accounts invested pursuant to a Third-Party Model I) and AMC Pinnacle Program, provides overlay management services for the unified managed account accounts and implements trade orders based on the directions of the investment strategies contained in the unified managed account portfolio.

Tax Overlay Service

In the case of the AMC Pinnacle or AMC Premier SMA Account Programs, Clients can elect the "**Tax Overlay Service**" described below:

When a Program Investment Manager makes a change to an applicable investment model, the Platform Manger will:

- Weigh the impact of transactions on taxes against the risk of not complying with the Manager's changes;
- Maintain responsibility for the account administration and coordinate all trades; and,
- Is permitted to elect to prevent the proposed transaction and/or review other positions in the applicable AMC Account to make additional changes to the portfolio to offset the anticipated tax impact of the change recommended by the Investment Manager.

By enrolling Client's AMC Account in the Tax Overlay Service Client acknowledges and agrees that, as is the case with all tax-managed accounts, there is a trade-off between realizing gains and adhering to the Investment Manager's model. Differences between how tax- managed accounts are managed and the Investment Manager's models is measured by tracking error ("TE"). In undertaking the Tax Overlay Service, the Platform Manager seeks to limit the amount of TE while balancing the tax implications of each transaction within a Client's account and replicate the Investment Manager's model as closely as possible, subject to the Client's specific tax situation.

10. Program Fees.

(a) The Program Fee is a percentage of assets under management and may vary based upon the Program selected and the services provided to Client. For services provided under this Agreement (except in the case of a Negotiated Fee Schedule or a Grandfathered Fee Schedule, each defined below) Client will pay the applicable Program's "Program Fee" calculated by applying the applicable Program Fee identified in the SIS (and more fully described in the applicable AMC Disclosure Brochure(s)) to the fair market value of the Program Assets invested in the Program. The Program Fee may consist of a TAS advisory fee plus an additional Model/Manager fee for the AMC Pinnacle and AMC Premier SMA, and Envestnet Sentry Programs. The Program Fee(s) will be debited and paid in advance on a quarterly basis.

(b) The Program Fee is based on the total assets under management, including any portion of the Program Assets maintained in cash or in short-term vehicles including, but not limited to, the TIS Sweep Program. The initial Program Fee will equal (on an annualized basis) the percentage as set forth in the Fee Schedule of the fair market value of the Client's Program Assets invested in the applicable Program as specified in the Client's SIS.

IMPORTANT NOTE: Option Positions

Program Fees applicable to option positions held in Client Program Accounts will be charged based on the collateral value associated with option positions rather than the market value of the options held in the account.

Except for the AMC Truist Invest Program, for purposes of determining the Program Fee charged to an account, the value of all accounts held by the account owner and/or members of the same household (as determined by TAS) can be aggregated for fee calculation purposes at the Client's request and in the discretion and upon approval by TAS). AMC Program Accounts accepted for householding will be treated as part of the same household on a case-by-case basis as determined by TAS and will be combined for fee billing purposes. It is the Client's responsibility to request that AMC Program accounts be treated as part of the same household. Householding of fees can provide fee breakpoint discounts if certain asset thresholds are met (see section Fee Schedule above). Individual retirement accounts and other personal retirement accounts can be aggregated for this purpose, but retirement plan accounts subject to the Employee Retirement Income Security Act of 1974 ("ERISA") cannot be aggregated.

(c) Authorization to Pay Fees to Adviser: By executing the SIS, Client authorizes Clearing Broker to pay Program Fees to TIS from Client's AMC Account or from the AMC Annuity contract if the insurance company issuing such annuity has obtained an IRS Private letter ruling and Client has elected that the Program Fee be deducted from the annuity contract. Program Fees deducted from an annuity contract will result in a decline in the value of the annuity by the Program Fee amount. How TAS Program Fees are deducted from the allocations of an annuity contract, specifically or proportionally is determined by the specific insurance company and can vary. Clients should discuss the specific annuity's process with their TAS Advisor. TIS will submit collected Program Fees to TAS. Clearing Broker may use funds from the Account's core account and/or cash in the Account to the extent necessary to pay such fees. Clearing Broker may rely on the fee calculation submitted by Envestnet on behalf of TAS to Clearing Broker to deduct fees from Client's Account. Client understands that it is Client's responsibility to verify the fee and the accuracy of the fee calculation and that Clearing Broker will not determine whether the fee or the calculation is accurate and appropriate. Client agrees to indemnify and hold Clearing Broker and its directors, employees, and control persons harmless from all liabilities and costs, including attorney's fees that Clearing Broker may incur by relying upon TAS' representations or upon the above authorization.

Client, Clearing Broker or TAS may terminate any fee deduction authorization at any time by giving written notice to the others, but such termination shall not affect any obligations or liabilities arising prior to such termination.

(d) Client will pay one Program Fee for the combined advisory, brokerage, custody, and processing services of TAS, TIS and Clearing Broker, any applicable additional tax overlay, TAS Model, Third-Party Model or Third- Party Investment Manager fees (if any) and any Platform Manager or other fees provided for under this Agreement. The Program Fee may be changed by TAS at any time and from time to time by written notice delivered to the affected Clients.

(e) A portion of the compensation paid to TAS under this Agreement is paid to Client's TAS Advisor and other employees of TAS and its affiliates.

(f) Except for the AMC Truist Invest Program, the Program Fee is negotiable (a "**Negotiated Fee Schedule**") and may differ from Client to Client based upon a number of factors, including but not limited to, the type and size or number of trades for an Account and Client-related services to be provided to an Account. Moreover, the Program Fee may vary as a result of the application of prior fee schedules (each a "**Grandfathered Fee Schedule**") depending upon Client Account's inception date. Any Negotiated Fee Schedule or Grandfathered Fee Schedule may be modified by TAS upon notice to Client.

(g) TAS shall not receive any performance-based compensation and shall not be compensated based on a share of capital gains upon, or capital appreciation of, funds or any portion of funds or other investments in Client's Account.

(h) The initial Program Fee(s) for the first calendar quarter (or part thereof) in which the Client's Program Assets are enrolled in the applicable Program shall be calculated based on the initial Program Assets placed in the applicable Program and will be debited on or around the 25th calendar day of the same month. If the advisory inception date begins after the 23rd calendar day of the month, the Program Fee will be debited the following month on or around the 10th calendar day. The initial Program Fee for any partial calendar quarter shall be appropriately pro-rated based on the number of calendar days in the partial quarter. Thereafter, except for new AMC Annuity Program Accounts established on or after September 1, 2023, the Program Fee shall be calculated at the beginning of each calendar quarter based on the value of Program Assets on the last business day of the prior calendar quarter. For example, an Account that opened on 8/15/21 would have fees debited on 08/25/21 for the period 08/15/21 – 09/30/21. If Client deposits or withdraws $10,000 or more in any Account after the inception of a calendar quarter, the Program Fee for that quarter will be recalculated and pro-rated as of the day of the additional deposit or withdrawal. The Program Fee for each quarter will equal (on an annualized basis) the percentage set forth in the applicable Fee Schedule, of the fair market value of the Program Assets in the applicable category (including interest paid or accrued) as calculated on the last business day of the previous calendar quarter. AMC Annuity Program accounts opened on or after September 1, 2023, the Program Fee is based on the average daily asset balance over the prior quarter and paid in arrears.

(i) For purposes of calculating the Program Fee, Program Assets listed on a national securities exchange will be valued, as of the valuation date, at the closing price on the principal exchange on which they are traded. Shares of mutual funds and sub-accounts in the AMC Annuity program will be valued at their respective net asset values as calculated on the valuation date (or the most recent net asset value if none is calculated on the valuation date) as determined by pricing sources believed by Clearing Broker or the applicable annuity carrier to be reliable. Any such valuation should not be considered a guarantee of any kind whatsoever with respect to the value of the Program Assets in the Account. Clearing Broker or the applicable annuity carrier may use a pricing service or other independent evaluator, as well as other independent sources, in computing the value of Program Assets. These values are believed to be reliable, but TAS will not verify the accuracy of the information.

(j) Except as otherwise provided in the Program's Investment Mandate, all cash investment and cash sweep functions shall be made in the core account associated with Client's Brokerage Agreement and in accordance with the terms of the Client's Brokerage Agreement and the TIS Sweep Program. The general requirement that Client must establish or maintain a TIS Brokerage Account and utilize the TIS Sweep Program in connection with TAS' management of Client's AMC Account provides financial benefits to TAS and its affiliates, TIS, Truist Bank ("**TB**") and TFC, which create conflicts of interest for TAS in connection with the management of Client's AMC Account. Such conflicts of interest are more fully described in Section 5. above and other materials provided to Client in connection with Client's establishment of Client's Brokerage Account.

(k) Money market funds and other mutual funds in which Client's Account may be invested, or the advisers or principal underwriters of the funds, may make payments to TIS or an affiliate pursuant to a Rule 12b-1 distribution plan or other arrangement as compensation for distribution, shareholder fund's total assets or may be paid by a fund's adviser or distributor. Any 12b-1 fees received by TIS while a TAS investment management agreement is in effect with respect to an AMC account are credited back to the applicable Client Account.

(l) Program Assets in Client Account(s) are permitted to be invested by TAS or another Investment Manager with investment discretion in shares of a management investment company or mutual fund or ETF for which TIS, TAS or another Investment Manager or an affiliate may receive marketing support or other payments from certain providers of products which are purchased and/or retained in Client's AMC Account and on which Client's Program Fee is computed as described and disclosed to Client in the AMC Disclosure Brochure and/or other applicable Investment Manager's Disclosure Brochure. Any such marketing support or other payments so received are, except as required by applicable laws and regulations, retained by TAS and/or its affiliates and are not credited to Client AMC Accounts and do not reduce applicable Program Fees. The receipt of marketing or other payments by TAS and/or other Investment Manager(s) creates conflicts of interest for TAS and other Investment Managers with respect to the management of your AMC Account which are more fully set forth and described in the AMC Disclosure Brochure and/or other applicable Investment Manager's Disclosure Brochure.

(m) If this Agreement is terminated and all Program Assets are withdrawn from a Program prior to the end of a quarter, the pro rata portion of the Program Fee will be reimbursed to Client. In addition, a Termination Fee of $XX will apply and will be deducted.

(n) The Program Fee does not include any fees imposed by the Securities and Exchange Commission, wire transfer fees, fees or commissions for securities transactions (including without limitation dealer mark-ups or mark-downs) through any broker- dealer other than TIS, costs associated with temporary investment of Program Assets in a money market or special requests by Client. In addition to the Program Fee, a custodian may charge Client additional miscellaneous fees (e.g., ACAT fees, IRA maintenance fees).

If Program Assets are invested in mutual funds or other pooled investment vehicles, including ETFs, in addition to the Program Fee, Client will incur the internal management and operating fees and expenses, which may include mutual fund management fees, early termination fees (which include fees on whole or partial liquidations of Client's Account(s)) and other fees and expenses that may be assessed by the investment vehicle's, custodian, transfer agent, adviser, shareholder service provider or other service providers. Such fees and expenses are incurred in connection with the operation of each Program and are not included in and do not reduce the applicable Program Fee. Further information regarding charges and fees assessed may be found in the appropriate prospectus, and/or annual report and/or custodial agreement. Client may, depending upon share class eligibility and other factors, be able to pay lower expenses by investing directly in the pooled investment vehicles described above.

(o) Client acknowledges that if margin borrowing is utilized by an Investment Manager in managing Program Assets held in Client's Account, TAS will receive increased compensation in connection with the Account. In addition to the interest the Account will pay to Clearing Broker in connection with the extension of credit for margining Program Assets, the Program Fee will be higher because it is based on the gross amount of Program Assets in the Account, which includes any Program Assets purchased on margin. TIS receives a portion of the margin interest and/or fees charged to the Client as more fully disclosed in Client's Brokerage Agreement. Client's TIS Advisor is also registered with TIS and will receive financial benefits in connection with margin revenue received by TIS with respect to any TIS account, including AMC Accounts, associated with such Advisor. Client acknowledges and agrees that Client understands that there are substantial risks involved in trading securities on margin, especially in periods of market volatility.

(p) When Client or an Investment Manager buys on margin, losses can increase significantly just as gains can increase. A decline in the value of the securities purchased on margin may require that additional funds be deposited into the Account. Unlike a cash trade, when a trade is done on margin, losses can exceed the amount of capital committed to the trade. If the Account is unable to meet a margin call, Clearing Broker is authorized to unilaterally force the sale of securities in the Account without notifying Client, and the Account may have to sell the securities at unfavorable prices. For small transactions, the costs involved in utilizing margin may outweigh any benefit to the Account.

(q) Notwithstanding each Program's general Fee Schedule, TAS has the right to terminate any Account falling below the applicable Program's minimum funding amount or for any other reason in its sole discretion with reasonable written notice to each affected Client. However, newly established Account(s) must be funded at the Program's minimum funding balance requirement within 90 days or the Account(s) will be transitioned to standard commission brokerage account(s)

(r) If sufficient funds are not available in Client's Brokerage Account core account TAS will liquidate sufficient Program Assets in the Account (mutual fund shares) to pay the full amount of any Program Fee(s). Any such liquidating trades may affect the relative balance of the Account and may result in the realization of taxable capital gains and losses in taxable accounts. For Program Fee(s) payable from any individual retirement account or qualified retirement accounts, the securities in any IRA or qualified retirement accounts, will be subject to liquidation to pay TAS any Program Fee(s) to the extent such payment or liquidation would be permitted by applicable law and would not constitute a Prohibited Transaction (as defined under ERISA or the Internal Revenue Code of 1986, as amended).

(s) Assets held for reporting purposes (excluded assets) only are not included in the Program Fee calculation and will be deducted from the total market value of the account subject to the Program Fee. In certain instances, the applicable fee percentage rate Client may increase due to the value of the excluded assets in the Account causing the value of the Account to be assigned a higher fee tier.

11. Use of Affiliated Private Funds.

GFO Advisory Services LLC ("GFO"), a TAS affiliate, is the general partner/managing member and/or investment adviser to a group of privately pooled investment vehicles. Such vehicles are organized as domestic limited partnerships, limited liability companies, and offshore corporations, (collectively, the "Affiliated Private Funds"). Affiliated Private Funds offered to AMC Advise and AMC Allocation Plus Program Client accounts are evaluated by the Firm's due diligence and research process by the Investment Advisory Group ("IAG") in the same manner as all other similar investments.

GFO receives compensation for services provided to the Affiliated Private Funds that is separate, distinct and in addition to, the Program Fee(s) earned by TAS. Clients can obtain additional information concerning Affiliated Private Fund expense sharing by GFO, by contacting their TAS Advisor and/or consulting each Affiliated Private Fund(s)' offering materials.

Certain AMC Program accounts are retirement accounts which are either (1) qualified plans subject to the prohibited transaction requirements of the Employee Income Security Act of 1974 or (2) individual retirement accounts or similar retirement accounts subject to similar prohibited transaction requirements of the Internal Revenue Code (each and together "Retirement Account(s)"). In the case of Retirement Account(s), TAS prohibits AMC Program accounts from investing in Affiliated Private Funds.

12. Asset Movement Authorization.

If Client's Brokerage Account is a TIS brokerage account, Client grants TAS and its Advisors and/or support staff authority to complete the necessary forms to establish standing payment instructions and/or asset movement authorizations and submit such completed instructions to its affiliated broker-dealer, TIS, for processing via TIS' clearing firm, Clearing Broker. Client also grants TAS and its Advisors and/or support staff the authority to complete the TIS Money Movement Authorization Form ("**MMAF**") on the Client's behalf. Client agrees that TIS will be entitled to receive verification for wire transfer requests that must be completed by TIS staff. Client must personally review, approve, and sign each MMAF. Neither TAS nor its Advisors or their support staff may sign any MMAF or other document on behalf of the Client.

13. Tax Lot Disposal Method.

Upon opening, all Accounts will be set to utilize the Tax-Sensitive disposal method. When Program Assets in an Account are partially (but not fully) sold, an estimated tax liability will be used to determine the shares to be depleted first. Client should discuss the impact of this procedure with the Client's tax advisor.

14. Systematic Withdrawal Plans.

The source of funding for periodic distributions in Accounts that have a systematic withdrawal plan ("**SWP**") in place is the Account's core account. If there are insufficient funds available in the core account to cover the SWP the Investment Manager will determine which securities to sell to cover the balance due.

Systematic Withdrawal Plans are not accommodated within the AMC Truist Invest Program.

15. Communications with Client.

(a) Client will receive confirmations for each transaction in the Account on a trade-by-trade basis unless Client has opted to receive such confirmations on a bundled quarterly basis in a Summary Statement as detailed in the Client's SIS.

(b) Client will receive brokerage account statements from Clearing Broker on at least a quarterly basis. However, in the case of the AMC Truist Invest Program, Client statements will not be mailed to Clients, instead, in the case of this Program Clients will be notified when their statements are available electronically.

(c) Envestnet will prepare a quarterly investment performance report ("Quarterly Report"), which is a detailed report on the Client's assets invested in the Program, including performance data compared to a leading benchmark(s). in preparing the Quarterly Report Envestnet will rely on information provided by third parties, including independent quotation and valuation services. TAS believes that this information is reliable; however, TAS will not independently verify the accuracy of the information provided by these services. A copy of the Quarterly Report is available electronically. Clients can contact their TAS Advisor for assistance in establishing electronic delivery or to request that paper reports shall be mailed to them. Quarterly Reports will be available to the Client following the end of each calendar quarter during which the applicable account is open. Clients will not be charged a fee in addition to the Program Fee if they choose to receive Quarterly Reports. Client should compare their Quarterly Report information to their quarterly account statements from NFS and should report any discrepancies to their TAS Advisor. Quarterly Reports are not available with respect to the AMC Truist Invest Program.

TAS will deliver to Clients information related to the management of their account(s) annually and notify Clients that if any information needs updating to contact their TAS Advisor. If no changes are needed, no action is needed on the Client's part and the Client's Program account will continue to be managed in accordance with the Client's prior instructions.as noted.

AMC Truist Invest Program Clients - E-Delivery of Documents Effective August 1, 2026, no longer available to new Clients.

Client agrees, that in connection with their AMC Truist Invest Program Account, Client will provide TAS with a valid email address at which the Client may be contacted. Client will receive confirmations for each transaction in the Account on a trade-by-trade basis via e-delivery.

TAS will, at least annually, pursue all reasonable means to contact Client to determine whether there have been any changes to Client's financial situation or investment objectives, or changes in Client Restrictions or any other changes that would affect the Client Profile through email. Client is solely responsible for notifying TAS of any material changes which may affect the manner in which the Client's AMC Truist Invest Program Account is invested. TAS will not have any liability for Client's failure to provide accurate or complete information or to inform them promptly of any change in the information previously provided.

All notices under this Agreement must be given in writing and sent or delivered to Client at the email address listed on TAS' books and records with respect to the Client's Account or, if to TAS, at invest@truist.com. Either email address may be changed at any time by the respective party by notice in writing. Notice shall be deemed to have been duly given when transmitted via email.

(d) Client is solely responsible for notifying TAS of any material changes which may affect the manner in which the Program Assets are invested. TAS will have no liability for Client's failure to provide accurate or complete information or to inform TAS promptly of any change in the information previously provided to TAS.

(e) All notices under this Agreement must be given in writing and sent or delivered to Client at the address listed on TAS' books and records with respect to the Client's Account or, if to TAS, at 303 Peachtree Center Avenue, Suite 140, Atlanta, GA 30303. Either address may be changed at any time by the respective party by notice in writing. Notice shall be deemed to have been duly given when hand-delivered, transmitted by facsimile, or delivered by overnight courier, or upon three days after delivery to the United States mail (first class, postage pre- paid).

AMC Truist Invest Program Client notices will be delivered to Client at the email address listed on TAS' books and records with respect to the Client's Account or, if to TAS, at invest@truist.com. Either email address may be changed at any time by the respective party by notice in writing. Notice shall be deemed to have been duly given when transmitted via email.

16. Representations.

(a) By executing this Agreement, TAS represents that it is an investment adviser duly registered pursuant to the Investment Advisers Act of 1940, as amended, ("Advisers Act") and is duly notice filed as an investment adviser in each state where its activities in connection with the services provided herein subject TAS to such filing requirements and will remain so registered during the term of this Agreement; it will perform its duties under this Agreement and the provisions of the Advisers Act and the rules thereunder; it has full authority, capacity and power to execute, deliver and perform this Agreement; performance of its obligations under this Agreement will not violate any applicable law, regulation, or agreement applicable to Client; this Agreement is a legal, valid and binding obligation, and this Agreement is enforceable against it in accordance with the terms hereof; it shall comply with all applicable laws, rules and regulations relating to its performance of duties and receipt of services under this Agreement; it is responsible for determining, and has determined, that the each Program is suitable for Client, based on Client's investment goals and tolerance, limitations and financial circumstances; it will comply with the responsibilities and obligations assigned to it in this Agreement; at least quarterly, it will notify Client in writing to contact TAS if there have been any changes to Client's financial situation or investment objectives, or any other relevant changes. Client acknowledges and agrees that such notice may be delivered to Client in connection with any statement of account rendered to Client.

(b) By executing this Agreement, Client represents that Client has full authority, capacity and power to execute, deliver and perform this Agreement; performance of its obligations under this Agreement will not violate any applicable law, regulation, or agreement applicable to TAS; this Agreement is a legal, valid and binding obligation, and this Agreement is enforceable against Client in accordance with the terms hereof; Client shall comply with all applicable laws, rules and regulations relating to Client's performance of duties and receipt of services under this Agreement; Client owns the Program Assets under this Agreement and there is no restriction applicable to the transfer or sale of such Assets; Client has completed a Client Profile and has completed or caused to be completed and approved other necessary Account opening documents and has provided full, complete, current and accurate information in response to the questions included in the Client Profile and other account opening documents; Client has provided TAS with full, complete, current and accurate information about Client's investment goals, financial situation, individual needs and risk tolerance and other information that TAS needs to develop the Client Profile; Client agrees to notify TAS promptly of any changes in the information Client has previously provided. Client understands that TAS alone will retain responsibility to notify Client and consult with Client concerning changes to the information; Client authorizes TAS and any custodian of Program Assets to receive, disclose and transmit information about Client (including, without limitation, Client information and other non-public personal information) (a) to such third parties as may be necessary or desirable in order to provide the services set out in this Agreement or (b) as otherwise specifically permitted or required by applicable law; if an Account(s) is subject to ERISA, Client represents that: (a) Client is a "named fiduciary" within the meaning of ERISA with respect to the control or management of the assets of the Account(s) and has authority to appoint TAS or Investment Manager as fiduciary with respect to the Account(s) (as applicable); and (b) if the assets in Account(s) represent a portion of the assets of a Plan, Client will remain responsible for determining an appropriate overall investment policy and diversification and liquidity policy for the assets of such Plan; if an Account(s) is an employee benefit plan as defined in Section 3(3) of ERISA ("**Plan**"), the undersigned signatory represents and warrants that Client will deliver to TAS upon request an accurate and complete copy of all documents governing the administration of the Plan and the investment of Plan assets ("**Plan Documents**") which Client hereby approves, accurately and completely set forth any limitations or restrictions with respect to Plan investments which are contained in the Plan Documents; Client acknowledges and agrees that TIS on behalf of TAS and in conjunction with Client's underlying TIS Brokerage Account, shall be responsible for compliance with any applicable anti-money laundering requirements under the USA Patriot Act, as amended, and the regulations promulgated thereunder, and other applicable federal and state anti-money laundering or anti-terrorist laws (collectively, "Anti-Money Laundering Laws"). Client shall cooperate with TIS in complying with such Anti- Money Laundering Laws, including, without limitation, by providing such information regarding Client and Client's Account(s) and Program Assets, and any transactions related thereto, as may be reasonably requested; Client acknowledges and agrees that services provided under this Agreement do not include legal or tax advice; Client will promptly notify TAS if any of the representations, warranties or covenants that Client has made above become untrue or inaccurate for any reason.

The representations of TAS and Client pursuant to this Section 16 shall survive any termination of this Agreement.

17. Trust and Other Entity Accounts.

If this Agreement is entered into by a trustee or other fiduciary, that trustee or fiduciary represents and warrants that the services provided by TAS and Clearing Broker under this Agreement are within the scope of the services authorized by the governing instruments of, and/or laws and regulations applicable to Client in Client's fiduciary capacity and that Client, as the trustee or fiduciary is duly authorized to negotiate the terms of and make the representations set forth in this Agreement, including compensation to TAS and TAS affiliates, and to enter into (and renew) this Agreement. If Client is a corporation, partnership, limited liability company, limited liability partnership or other form of business entity, the signatory on behalf of Client represents that the execution of this Agreement has been duly authorized by all necessary and appropriate corporate or other action of such business entity. Client undertakes to advise TAS of any event that might affect Client's authority to participate in, or the propriety of, this Agreement.

18. ERISA Accounts.

If Client is a Plan subject to ERISA, TAS acknowledges that it is a "fiduciary" as that term is defined under ERISA with respect to those Account(s) and assets of Client subject to this Agreement and with respect to which it acts as "fiduciary" as that term is defined under ERISA. TAS has received acknowledgement from each Investment Manager that, if Client is a plan subject to ERISA, that such Investment Manager is likewise a "fiduciary" as that term is defined under ERISA with respect to Client's Account(s) and assets subject to this Agreement and with respect to which it acts as "fiduciary• as that term is defined under ERISA. TAS and the Investment Manager(s) accept appointment as "investment manager" as that term is defined under ERISA with respect to the Plan's assets in the Accounts. Client and TAS each acknowledge that the Account is only a portion of the assets of the Plan and that TAS does not have notice or knowledge of the investments made by or for such other Plan assets and, thus, is not responsible for overall compliance of such assets with the standards of ERISA or any other governing law or documents.

19. Confidentiality of Information.

TAS and Client shall treat all information, recommendations and advice regarding the Program Assets as confidential; provided, however, that TAS may provide any confidential information concerning Client or its Accounts to TIS, TB and its affiliates, Platform Manager and/or Investment Managers, Clearing Broker and outside service providers (a) as may be necessary or desirable in order to provide the services set out in this Agreement, (b) in accordance with TAS' privacy policies or (c) as otherwise specifically permitted or required by applicable law and more fully described in Section 34 Client hereby authorizes and directs TIS, TAS, Platform Manager, Investment Managers, and Clearing Broker to share Client's data, including Client's Account data, with each other and with third parties as necessary and to the extent necessary to provide the products and services under each Program and this Agreement. The rights and obligations of TIS, TAS, Investment Manager Clearing Broker and Client to rely on any representations made pursuant to this Section 19 shall survive any termination of this Agreement.

20. Proxy Voting.

Client has the right to vote proxies for securities held in Client's Program Account.

In the case of AMC Premier SMA, and Envestnet Sentry Program Accounts not managed by TAS, subject to any Client Restrictions and any other written instructions by Client and/or Investment Managers, either Client or Investment Manager has the responsibility to vote proxies. Where the Investment Manager votes proxies, Client hereby authorizes each applicable Investment Manager, as Client's agent and attorney-in-fact, with respect to any Program Assets allocated to it, in its discretion, consistent with its proxy voting policies and procedures. Subject to Client's delivery of any other required documentation, each applicable Investment Manager may receive all shareholder communications, including proxy statements and proxies, distributed by the issuers of securities held in Client's Account(s) without forwarding the same to Client. Investment Manager(s) are responsible for dealing only with those shareholder communications received by Investment Manager(s) in a timely manner. If an Investment Manager declines to vote proxies, Client will receive proxies directly from the issuers and TAS will not vote such proxies.

Unless you inform us otherwise, in the case of the AMC Fund Select Tactical, AMC Pinnacle, AMC Premier SMA Program and AMC Truist Invest Accounts managed by TAS and AMC Advise Accounts, ("TAS Discretionary Program(s)") by selecting the TAS Discretionary Programs Client agrees to delegate proxy voting authority directly to TAS' "Proxy Advisor", currently Glass Lewis & Company, selected and compensated by TAS for this purpose. Client hereby authorizes Proxy Advisor, as Client's agent and attorney-in- fact, to vote proxies with respect to any securities in Client's Discretionary Program(s) Account(s) in its discretion, consistent with its proxy voting policies and procedures. Subject to the delivery of any required documentation TAS' Proxy Advisor, TAS may receive all proxy statements and proxies, distributed by the issuers of securities held in Client's TAS Discretionary Program(s) Account(s) without forwarding the same to Client.

Notwithstanding the prior provisions of this Section, Client may revoke any authorization to vote proxies granted to TAS' Proxy Advisor or any Investment Manager at any time by written notice to TAS or the applicable Investment Manager. In the case of any such revocation of delegated voting authority, Client will directly receive all applicable proxies and other voting materials and shall be solely responsible for voting with respect to securities held in Client's Program Account.

In the case of AMC Allocation Plus Accounts TAS will have no authority or obligation to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of securities in which assets may be invested from time to time. Client (or the Plan fiduciary in the case of an Account subject to ERISA) expressly retains the authority and responsibility for the voting of such proxies.

21. <u>Limitation of Liability</u>.

Client understands that TAS and any other applicable Investment Manager (if any) do not guarantee.
(a) the future performance of Client's Account(s), (b) any specific level of performance, (c) the success of any investment decision or investment strategy used, (d) the success of the overall management of Client's Account(s), or (e) that any particular person will provide the services to be provided by TAS or any applicable Investment Manager under this Agreement. Client understands that investment decisions made for Client by TAS or any applicable Investment Manager pursuant to this Agreement are subject to various market, currency, economic, political, and business risks, and that these investment decisions will not always be profitable and may subject Client's Account(s) to overall investment losses.

In addition to any other remedy available under applicable law, Client agrees to indemnify, defend and hold harmless TAS and any applicable Investment Manager, and its affiliates, and their respective shareholders, trustees, directors, officers, employees and agents, from and against any loss, injury, claim, damage, other liability, cost or expense (including, without limitation, reasonable attorney's fees) (collectively, "Losses") asserted against, or incurred or suffered by, TAS or any applicable Investment Manager arising out of or relating to (a) a breach of Client's obligations, covenants or representations and warranties under or in connection with this Agreement, (b) a violation of applicable law by Client, (c) Client's gross negligence or willful misconduct, (d) any obsolete, incomplete or inaccurate information provided to TAS and/or any applicable Investment Manager by Client or on Client's behalf, or (e) any action taken or not taken pursuant to good faith reliance on an express instruction from Client.

Unless otherwise specifically provided in this Agreement, the Advisers Act or by other applicable law, TAS and the Investment Manager(s) will not be responsible or liable to Client for any action or inaction of the other, or for any Losses sustained by Client or Client's Account(s) due to any error in judgment by the other on the purchase, sale, redemption or retention of any security or instrument, unless such Loss is due to its negligence, willful misconduct or violation of law. However, only to the extent required by law, TAS will be responsible for the actions or omissions of the Investment Manager(s) as though TAS had committed those actions or omissions itself.

Client agrees that Client shall not bring a claim against TAS or its employees, officers and directors or its affiliates for any action or inaction by TAS or such persons and or affiliates under this Agreement, whether such claim arises under the terms of this Agreement or is otherwise arises by the parties relationship under this agreement after the expiration of two (2) years from the date of such act or failure to act.

Client agrees that neither TAS, nor any other Investment Manager(s) shall be responsible or otherwise liable for any consequential, incidental, special or punitive damages, whether or not any of them were advised (or were otherwise aware) of the possibility of such damages.

Notwithstanding the foregoing or any other provision to the contrary in this Agreement, nothing in this Agreement shall constitute a waiver of any of Client's rights, or relieve TAS, the Investment Manager(s), or their affiliates, or their respective shareholders, trustees, directors, officers, employees and agents, from any liability under ERISA or applicable state and federal securities statutes. TAS shall be responsible as a fiduciary under ERISA only to the extent TAS has expressly undertaken duties under this Agreement, and Client acknowledges that Client retains or has assigned all other investment management responsibility.

The rights and obligations of TAS, Investment Manager(s) and Client pursuant to this Section 21 shall survive any termination of this Agreement.

22. <u>Investment Manager(s) Are Intended Third-Party Beneficiary(ies)</u>.

Client acknowledges and agrees that, with respect to Client's obligations, covenants, representations and warranties under or in connection with this Agreement, each Third-Party Investment Manager is an intended third-party beneficiary of the provisions of this Agreement, including, , without limitation, Section 3 "Client Profile", Section 4, “Appropriateness of Selected Program; Section 16 “Representations”, Section 21 “Limitation of Liability”, this Section 22, Section 23 “Governing Law”, Section 26 “Pre-Dispute Arbitration Agreement’’, Section 31 “Electronic and Facsimile Signatures”, Section 32 “Taxes”, Section 33 “Non-Exclusive Relationship.” Section 34 “Privacy Notice”, Section 35 “Force Majeure” and Section 37 “Relationship Among Parties”.

The rights and obligations of TAS, Investment Manager and Client pursuant to this Section 22 shall survive any termination of this Agreement.

23. Termination.

This Agreement may be terminated at any time upon thirty (30) days written notice by either TAS or Client to the other party, and termination will become effective upon receipt of that notice. A Termination Fee of $XX will apply. Termination will not, however, affect the liabilities or obligations of the parties incurred, or arising from transactions initiated, under this Agreement before termination, including the provisions of this Agreement, including, without limitation, Section 3 “Client Profile”, Section 4 “Appropriateness of Selected Program, Section 16 “Representations”, Section 21 “Limitation of Liability”, Section 22 “Investment Manager(s) Are Intended Third-Party Beneficiary(ies)”, this Section 23, Section 25 “Governing Law”, Section 26 “Pre-Dispute Arbitration Agreement”, Section 31 “Electronic and Facsimile Signatures”, Section 32 “Taxes”, Section 33 “Non-Exclusive Relationship”, Section 34 “Privacy Notice”, Section 35 “Force Majeure” and Section 36 “Relationship Among Parties” which will survive any expiration or termination of this Agreement. Upon the termination of this Agreement, TAS will not be under any obligation whatsoever to take or recommend any action with regard to the Client’s selection of a Program, an Investment Manager, or the Program Assets in the Account. TAS retains the right, however, to complete any transactions open as of the termination date and to retain amounts in the Account sufficient to effect such completion.

Client understands that TAS may terminate this Agreement in its discretion if the value of the Program Assets falls below the minimum investment amount or for any other reason at the sole discretion of TAS.

24. Assignment.

This Agreement may not be assigned (within the meaning of the Advisers Act), without the consent of each of the parties, which consent may be obtained as permitted by applicable law. Except as provided in the preceding sentence, this Agreement will be binding upon Client and TAS and their respective permitted successors and permitted assigns. Transfers in the event of Client death will not be considered an assignment hereunder.

25. Governing Law.

This Agreement shall be governed by, and construed in a manner consistent with, the Advisers Act and the regulations of the Securities and Exchange Commission promulgated under the Advisers Act, and other applicable federal law. Except to the extent preempted by applicable federal law (including, without limitation, the Advisers Act and, if applicable, ERISA), this Agreement shall be governed by the laws of North Carolina, without giving effect to its conflicts of law or choice of law principals. The provisions of this Agreement will be continuous and will inure to the benefit of TAS’ present organization, and any successor organization or assigns. If any term or provision of this Agreement is deemed or held to be invalid or unenforceable, the remaining terms and provisions will continue in full force and effect. The statute of limitations applicable to any claim will be that which would be applied by the courts of the state in Client resides. The provisions of this Section 25 shall survive termination of this Agreement.

26. Pre-Dispute Arbitration Agreement.

This Section 26 contains a pre-dispute arbitration clause. Under this clause, which becomes binding on all parties when Client signs the SIS and the SIS is accepted by TAS, Client, TAS and each Investment Manager 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 may not have to explain the reason(s) for their award.

(E) The panel of arbitrators may 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.

Unless unenforceable under applicable law (notwithstanding any provisions of the Client's Brokerage Agreement which may specify a different arbitration forum) all controversies that may arise between Client, TAS (or any of Client or TAS' agents, representatives, or employees), and/or Investment Manager concerning any subject matter, issue, or circumstance whatsoever (including, but not limited to, controversies concerning any Account, order or transaction, or the continuation, performance, interpretation, or breach of this or any other agreement between Client, TAS, and/or Investment Manager whether entered into or arising before, on, or after the date this Account is opened) shall be determined by arbitration in accordance with the rules then prevailing of the American Arbitration Association (''AAA'') and the Federal Arbitration Act. The foregoing shall apply to controversies with any of TAS' present or former employees or affiliates relating to Client's Accounts and/or transactions with TAS.

Notice primarily to, in conjunction with, or incident to arbitration may be sent to Client by mail, and personal service is hereby waived.

Judgment upon any award rendered by the arbitrators may be entered in any court of competent jurisdiction.

Any state or federal statute of limitation or repose that would apply to a claim brought in court shall apply equally to any claim brought in arbitration pursuant to this arbitration agreement. For the purposes of these applicable statutes of limitation/repose, an arbitration initiated under this arbitration agreement shall be deemed a civil action or proceeding and all statutes of limitation/repose applicable to civil actions or proceedings shall be applicable to any arbitration initiated under this arbitration agreement.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, successors, assigns, and any other persons having or claiming to have a legal or beneficial interest in or control over the Account, including court-appointed trustees, guardians, and receivers. If an attorney-in-fact, trustee, guardian, or receiver is a signatory to this Agreement, such signatory agrees to participate as a party to any dispute within the scope of this Agreement.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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; or (ii) the class is decertified; or (iii) the Client 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. All parties to this Agreement acknowledge and agree that nothing in this Section 26 is intended to constitute a waiver or limitation of any non-waivable rights that Client or any other applicable party may have under the Advisers Act of 1940 including, to the extent it is non-waivable, the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes under the Advisers Act.

The rights and obligations of TAS, Investment Manager and Client pursuant to this Section 26 shall survive any termination of this Agreement.

27. Counterparts.

This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which together will be considered one and the same instrument.

28. Entire Agreement; Amendment.

This Agreement, including (i) these General Terms and Conditions (Including Part II hereof), (ii) the Client's Statement of Investment Selection (which expressly incorporates these General Terms and Conditions by reference) and (iii) the applicable AMC Disclosure Brochure(s) and applicable Third-Party Investment Manager Disclosure Brochure(s); together with any other written documents referred to herein, constitutes the entire understanding between the parties relating to the subject matter contained herein and merges and supersedes all prior conversations, discussion, statements, representations, warranties, negotiations or agreements between them with respect to the subject matter of this Agreement except as otherwise specifically provided herein.

This Agreement (including, without limitation, the applicable AMC Disclosure Brochure(s) and any Fee Schedule set forth in any Client's SIS) may be amended from time to time by TAS either (a) in a written agreement physically or electronically signed by Client or (b) by TAS sending notice of the amendment to Client, in any written or electronic form agreed to by Client or permitted by any applicable law or regulation, at least 30 days in advance of the amendment becoming effective. The notice may be sent to the Client as a separate document or included on (or provided separately with) any Client account statement or in any other form permitted by applicable law or regulation. If TAS provides notice of an amendment to

Client, and the Client does not terminate this Agreement and continues to receive services under this Agreement after 30 days after the date of the notice (that is, after the date the amendment becomes effective), Client will be conclusively deemed to have agreed to the terms and conditions set forth in such amendment and this Agreement, or any account document incorporated by reference in this Agreement, as so amended, shall continue in full force and effect.

29. Severability.

If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. All other provisions of this Agreement will continue to remain in full force and effect.

30. Date of Agreement.

For the purposes of this Agreement, the date of this Agreement is the date of acceptance by TAS of Client's SIS. TAS reserves the right to refuse to accept or renew this Agreement in its sole discretion and for any reason.

31. Electronic and Facsimile Signatures.

Client acknowledges and agrees that TAS may execute this Agreement using an electronic signature, such electronic signature which may appear on an addendum page or annotation to the Agreement or as otherwise permitted by applicable law or regulation. Client also agrees that an electronic signature or facsimile copy of a party's signature will have the same binding and legal effect as an original ink signature. Client further agrees that a fully executed electronic or facsimile copy of this Agreement will have the same binding and legal effect as an original Agreement. The provisions of this Section 31 shall survive termination of this Agreement.

32. Taxes.

Client will be liable for all federal, state, local, or other taxes or other governmental charges, with respect to or arising out of the Account. The provisions of this Section 32 shall survive termination of this Agreement.

33. Non-Exclusive Relationship.

Client understands that TAS and each Investment Manager have, and TAS' affiliates and each Investment Manager's affiliates may have, investment responsibilities, render investment advice to and perform other investment advisory services for other individuals and entities (**"Other Accounts"**). By entering into this Agreement, Client acknowledges and agrees that TAS, and such TAS affiliates (and all of the respective partners, directors, officers, agents and employees of such and its affiliates) may buy, sell, or trade in any securities for their respective accounts ("**Affiliated Accounts**"). TAS, and such TAS affiliates, may give advice or exercise investment responsibility and take such other actions with respect to Other Accounts and Affiliated Accounts which may be similar to, differ from, or contradict, the advice given or the timing or nature of action taken with respect to Client Account(s).

Client also should understand that Other Accounts and Affiliated Accounts may at any time, hold, acquire, increase, decrease, dispose of or otherwise deal with positions in investments in which Client Account(s) may have an interest from time to time, whether in transactions which involve Client Account(s) or otherwise. Client acknowledges and agrees that TAS shall have no obligation to purchase for Client's Account(s) a position in any investment which Other Accounts or Affiliated Accounts may acquire, and that Client's Account(s) shall have no first refusal, co-investment, or other rights in respect of any such investment.

The provisions of this Section 33 shall survive termination of this Agreement.

34. Privacy Notice.

TAS considers the privacy of its Clients to be of fundamental importance. TAS is committed to maintaining the privacy of its Clients and to safeguarding its Clients' non-public personal information. TAS may collect non-public personal information from Clients' applications and other forms that Clients send to establish and maintain accounts. TAS may also receive specific information regarding Client transactions with other service provider(s). TAS does not disclose any non- public personal information about any Client or former Client to anyone, except as permitted by law or as necessary to service a Client. TAS restricts access to non-public personal information about Clients to its employees, affiliates, and agents with a legitimate business use for this information. TAS maintains physical, electronic, and procedural safeguards designed to protect the non-public personal information of its Clients. The provisions of this Section 34 shall survive termination of this Agreement.

35. Force Majeure

Neither TAS nor any applicable Investment Manager will be responsible for delays or errors resulting from acts beyond their reasonable control, provided that the non- performing firm uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance hereunder with reasonable dispatch as soon as such causes are removed. The provisions of this Section 35 shall survive termination of this Agreement.

36. Relationship Among the Parties.

In performing obligations under this Agreement, each of TAS, TIS and any applicable Investment Manager will be an independent contractor (rather than employee, agent or representative) of the other, and (except as expressly set forth herein) shall have no authority to act for or bind the other, and this Agreement will not be construed as creating a joint venture, partnership, franchise, or agency relationship between TAS, TIS and any applicable Investment Manager, in each case except as specifically provided in this Agreement. For clarification, neither TAS, TIS nor any Investment Manager(s) is responsible for advising or acting for Client in legal proceedings, including class actions and bankruptcies, involving securities purchased or held in Client's Accounts. Except as specifically provided in this Agreement, this Agreement is for the exclusive benefit of the parties to this Agreement and their permitted successors and permitted assigns.
The rights and obligations of TAS, TIS Investment Manager and Client pursuant to this Section 36 shall survive any termination of this Agreement.

37. Access to Client Account Information.

Investment Manager(s) may access Client Account information via trading interfaces offered by TIS.

PART II

PROGRAM TERMS AND CONDITIONS

Programs

AMC Allocation Plus;
AMC Annuity;
AMC Advise;
AMC Fund Select Tactical;
(Effective June 1, 2026, no longer available);
AMC Pinnacle;
AMC Premier Separately Managed Account and Envestnet Sentry Program Account
AMC Truist Invest Effective August 1, 2026, no longer available to new Clients.

AMC Allocation Plus Account Program Terms and Conditions

These AMC Allocation Plus Account Program Terms and Conditions (**"Program Terms and Conditions"**) establish Client's and TAS' responsibilities and obligations with respect to the AMC Allocation Plus Account (the **"Program"**).

Defined terms used in these Program Terms and Conditions shall have the meanings ascribed to them in the attached AMC Managed Account Programs General Terms and Conditions unless the context clearly requires otherwise. The investment guidelines set forth herein shall constitute the **"Investment Mandate"** of the Program herein described.

TERMS
General Description of Responsibilities

Pursuant to this Agreement Client has retained TAS to act as a non-discretionary investment adviser in accordance with the following terms and conditions with respect to the Eligible Program Assets held in Client's Account.

SERVICES TO BE PROVIDED

Service Provided. In accordance with Client's investment objectives as stated in the Client's Client Profile and the Client's Statement of Investment Selection ('SIS"), TAS may recommend that Client invest and reinvest the Program Assets held in the Client's Account in the Eligible Program Assets (defined below) on a non-discretionary basis.

Advisor's Role. Client understands that in the operation of this Program investment decisions are those of the Client and not his or her TAS Advisor ("Advisor") or TAS. The Advisor will be primarily responsible for making investment management recommendations for the Client's Account based on the information submitted by the Client, including any Client Restrictions. Initial investment of Client assets and subsequent rebalancing may not match the initial or subsequent asset allocation or other investment models in any TAS proposal provided to Client due to the fact that the Client, and not TAS or the TAS Advisor, makes the final investment decisions with regard to the Program Assets. If for any reason, and in the sole discretion of TAS, the Advisor is unable to render such investment services to the Account, temporarily or permanently, or terminates his or her employment with TAS, TAS will continue to render such services and will assign a new Advisor to the Client's Account.

Eligible Program Assets. "**Eligible Program Assets**" for new investment or reinvestment in cash, cash equivalents and securities of any kind, including, but not limited to, common and preferred stocks; shares of mutual funds, closed-end funds and exchange-traded funds; options; warrants; rights; and corporate, municipal, or government bonds, notes, or bills (collectively, "securities") within guidelines set by the TAS Policy Committee ("PC").

Excluded Assets: "**Excluded Assets**" are certain investments which may be included in the Account only for reporting purposes. The Program Fee will not be charged on Excluded Assets held in the Account. However, if Client sells an Excluded Asset in the Account, not only may Client pay a transaction-based charge in connection with the sale at the discretion of TAS, but also the cash proceeds of the sale that remain in the Account will be considered Program Assets and will be subject to the Program Fee.

Custody. Clearing Broker will maintain custody of all Program Assets, but Client retains ownership of all Program Assets in the Account.

Minimum Funding Amount for an AMC Allocation Plus Account is $100,000.

AMC Annuity Account
Program Terms and Conditions

These AMC Annuity Account Program Terms and Conditions ("**Program Terms and Conditions**") establish Client's and TAS' responsibilities and obligations with respect to the AMC Annuity Account (the "**Program**").

Defined terms used in these Program Terms and Conditions shall have the meanings ascribed to them in the attached AMC Managed Account Programs General Terms and Conditions unless the context clearly requires otherwise. The investment guidelines set forth herein shall constitute the "**Investment Mandate**" of the Program herein described.

TERMS
General Description of Responsibilities

Pursuant to this Agreement Client has retained TAS to act as a non-discretionary investment adviser in accordance with the following terms and conditions with respect to the Program Assets held in Client's Account.

SERVICES TO BE PROVIDED

Services Provided. In accordance with Client's investment objectives as stated in the Client's Client Profile and the Client's Statement of Investment Selection ('SIS"), TAS may recommend that Client invest and reinvest the Program Assets held in the Client's Account in the Eligible Program Assets (defined below) on a non-discretionary basis.

TAS Advisor's Role. Client understands that in the operation of this Program investment decisions are those of the Client and not his or her TAS Advisor ("**TAS Advisor**") or TAS. The Advisor will be primarily responsible for making investment management recommendations for the Client's Account based on the information submitted by the Client, including any Client Restrictions.

Initial investment of Client assets and subsequent rebalancing may not match the initial or subsequent asset allocation or other investment models in any TAS proposal provided to Client due to the fact that the Client, and not TAS or the TAS Advisor, makes the final investment decision. If for any reason, and in the sole discretion of TAS, the TAS Advisor is unable to render such investment services to the Account, temporarily or permanently, or terminates his or her employment with TAS, TAS will continue to render such services and will assign a new Advisor to the Client's Account.

Eligible Program Assets. "**Eligible Program Assets**" are those limited variable annuity products contractually available to TAS clients and investments options, sub-accounts associated with each variable annuity selected by the Client.

Custody. The applicable annuity carrier will maintain custody of all Program Assets, but Client retains ownership of all Program Assets in the Account.

In connection with the establishment of an AMC Annuity Program Account, Client must also maintain a separate TIS brokerage account or AMC Allocation Plus Program Account if the Program Fee cannot be deducted directly from the annuity contract, which will serve as a source of payment of the Program Fee associated with the Client's AMC Annuity Program Account.

Minimum Funding Amount for an AMC Annuity Account is $50,000.

AMC Advise Account
Program Terms and Conditions

These AMC Advise Account Program Terms and Conditions ("**Program Terms and Conditions**") establish Client's and TAS' responsibilities and obligations with respect to the AMC Advise Account (the "**Program**").

Defined terms used in these Program Terms and Conditions shall have the meanings ascribed to them in the attached AMC Managed Account Programs General Terms and Conditions unless the context clearly requires otherwise. The investment guidelines set forth herein shall constitute the **"Investment Mandate"** of the Program herein described.

TERMS
General Description of Responsibilities

Pursuant to this Agreement Client has retained TAS to provide Client with investment advice and exercise complete discretionary investment authority (subject to Client Restrictions) in accordance with the following terms and conditions with respect to the Program Assets held in Client's Account.

SERVICES TO BE PROVIDED

Eligible Program Assets. Client has granted TAS discretionary investment authority to, in accordance with Client's Client Profile and the Client's Statement of

Investment Selection, invest and reinvest the Program Assets in securities of any kind, including, but not limited to, common and preferred stocks; shares of mutual funds, closed-end funds and exchange-traded funds; options; warrants; rights; and corporate, municipal, or government bonds, notes, or bills (collectively, “securities”) within guidelines set by the TAS Policy Committee (“PC”).

TAS Advisor’s Role. Client understands that decisions to purchase or sell Securities will be made by TAS and not by Client. Notwithstanding the foregoing, TAS shall not provide any investment management services with respect to Account Assets designated by Client and TAS as Excluded Assets.

An approved TAS Advisor will be primarily ·responsible for making investment management decisions for the Account within guidelines established by the TAS PC. If for any reason, and in the sole discretion of TAS, the TAS Advisor is unable to render such investment services to the Account, temporarily or permanently, or terminates his or her employment with TAS, TAS will, in the sole discretion of TAS and upon notice to the Client, either a) continue to render such services and will assign a new TAS Advisor to the Account, b) or convert the Client’s Program from AMC Advise to AMC Allocation Plus.

Investments in Cash or Cash Equivalents. All or a portion of the Account may be held in cash or cash equivalents including, but not limited to, securities issued by money market mutual funds.

Minimum Funding Amount for an AMC Advise Account is $50,000.

AMC Fund Select Tactical Account
Program Terms and Conditions

These AMC Fund Select Tactical Program Terms and Conditions (“**Program Terms and Conditions**”) establish Client’s and TAS’ responsibilities and obligations with respect to the AMC Fund Select Tactical Account (the “**Program**”).

Defined terms used in these Program Terms and Conditions shall have the meanings ascribed to them in the attached AMC Managed Account Programs General Terms and Conditions unless the context clearly requires otherwise. The investment guidelines set forth herein shall constitute the “**Investment Mandate**” of the Program herein described.

TERMS
General Description of Responsibilities

Pursuant to this Agreement Client has retained TAS to provide Client with investment advice and exercise complete discretionary investment authority (subject to Client Restrictions) regarding the investment and reinvestment of the Program Assets Client has designated as being subject to management pursuant to the Client’s SIS. For Accounts invested pursuant to Third Party Models, Envestnet Asset Management, Inc. is a co-adviser of the Program and provides overlay management with respect to the trading within accounts. Client should review Envestnet’s Form ADV Part 2A for a complete description of Envestnet’s overlay management services.

Eligible Program Assets. “**Eligible Program Assets**” are those mutual fund and exchange traded fund (ETF) securities selected and approved by TAS’ IAG for use in connection with this Program (“**Fund Universe/ETF Universe**”).

With respect to this Program, TAS utilizes various mutual fund and ETF asset allocation models created by TAS’ Investment Advisory Group and those of Third-Party Model Provider(s) that reflect differing risk profiles (“**Asset Allocation Model(s)**”). TAS also uses Third-Party Model Portfolios in connection with the operation of this Program.

Client understands and acknowledges that a change or modification made within an Asset Allocation Model, or Third-Party Model may trigger the need to rebalance Client’s Account (as described in the Direction to Rebalance section below).

Fund Universe/ETF Universe Changes. TAS may, in its discretion, remove a Fund or ETF from the Fund Universe/ETF Universe if the particular Fund or ETF fails to meet TAS’ screening criteria, and replace it with another Fund or ETF.

Direction to Rebalance. Client authorizes and directs TAS to rebalance Client’s Program portfolio(s) and Account(s) to within acceptable allocation ranges (as determined at the opening of Client’s Account(s) or as subsequently amended or confirmed in writing) at such times when Client’s portfolio and/or investments within Client’s Account(s) fall outside of such acceptable allocation ranges.

Dividend Reinvestment Not Permitted. Client acknowledges and agrees that dividend reinvestment is not permitted with respect to Client’s Account(s) in this Program and that Client’s selection of this Program constitutes Client’s direction to TAS and/or TIS to revoke any dividend reinvestment election(s) made in connection with the administration of Client’s Brokerage Account agreements. Accordingly, Client authorizes TAS and/or TIS, as Client’s agent and attorney-in-fact, to revoke any such dividend reinvestment election(s) made in Client’s Brokerage Account agreement(s), and to execute and deliver, on Client’s behalf, any documentation required by the Clearing Broker or other parties to effect such revocations.

Minimum Funding Amount for an AMC Fund Select Tactical Account is $10,000.

AMC Pinnacle Account Program Terms and Conditions

These AMC Pinnacle Program Terms and Conditions (**"Program Terms and Conditions"**) establish the respective responsibilities and obligations of Client and TAS with respect to AMC Pinnacle Program Accounts (each unless otherwise specified, the "**Program**"). The Program is a fully discretionary unified managed account program and is further described herein.

Defined terms used in these Program Terms and Conditions shall have the meanings ascribed to them in the attached AMC Managed Account Programs General Terms and Conditions unless the context clearly requires otherwise. The investment guidelines set forth herein shall constitute the **"Investment Mandate"** of the Program herein described.

TERMS
General Description of Responsibilities

Pursuant to this Agreement Client has retained TAS, to provide Client with investment advice and exercise complete discretionary investment authority (subject to Client Restrictions) regarding the investment and reinvestment of the Program Assets Client has designated as being subject to management pursuant to the Client's Statement of Investment Selection Envestnet Asset Management, Inc. is a co-advisor of the Program and provides overlay management with respect to the trading within accounts and across the separate Sleeves described below. Client should review Envestnet's Form ADV Part 2A for a complete description of Envestnet's overlay management services.

General Description of TAS' Program Responsibilities

The Program is a type of managed account program which is commonly referred to as a "unified managed account program" that gives Clients the ability to open and/or maintain multiple advisory strategies in one underlying brokerage account resulting in one account for housing, processing and reporting the Client's assets, performance, management fee processing and monitoring. Clients can select multiple advisory strategies (each a "**Sleeve**") from one or more of the following advisory strategies:

- Advisor Managed Sleeve(s)
- Model Manager Sleeve(s)
- Fixed Income Manager Sleeve(s)

Clients may move assets from one Sleeve to another without having to sign additional account documentation, provided however, that such changes do not conflict with or cause the Account to exceed the current risk level and investment objectives associated with the Client's Account. In the event of a change of allocation of investments to or among one or more Sleeves does alter an Account's overall risk rating or investment objective, the Client's TAS Advisor will provide Client with an updated Statement of Investment Selection reflecting the revised allocations to the Client's Account before any reallocation of investments among Sleeves will be implemented.

TAS has an ongoing responsibility to advise Client regarding the investment strategies (as determined in accordance with the Client Profile Client selects).

TAS uses TAS Models and Third-Party Models in administering the Program.

TAS will make available to Client Accounts enrolled in the Program an approved list of no-load and load-waived mutual funds ("**Program Funds**") and exchange traded funds ("**ETFs**"). (together the Program's "**Fund Universe/ETF Universe**".

Depending upon Client's investment strategies investments may be made, without limitation, in equity securities, fixed income securities, cash (and/or short-term investments including, but not limited to, money market funds), mutual funds, ETFs included in the Program's "**Fund Universe/ETF Universe**" and other financial instruments deemed appropriate by TAS. or applicable Third-Party Model Providers selected by the Client.

The TAS Models, Third Party Models, Program Funds, ETFs, and any other investments TAS or Third-Party Model Providers shall from time to time make available to Client Accounts invested in the Program are collectively referred to as the ("**Investment Products**"). TAS may, in its sole discretion, remove a Program Fund or ETF from the Program's "**Fund Universe/ETF Universe** and/or terminate the use of any other investment and/or any TAS Model or Third Party Model if the particular Investment Product fails to meet its screening criteria, and replace it with another Investment Product, as appropriate. Subject to the Client Restrictions set forth in the Client's SIS, Client hereby grants TAS complete discretionary investment authority and trading authorization with respect to changes in the Investment Products TAS shall make available to Client in connection with the management of Client's Program Account.

In addition, TAS utilizes various asset allocation models that reflect differing risk profiles ("**Allocation Profiles**") in connection with the management of Accounts enrolled in this Program and Client hereby grants TAS complete discretion to modify the percentage of assets allocated to, and the selection of Models, Program Funds or ETFs within the Allocation Profiles (within predetermined ranges) to reflect the investment strategies Client select. In connection with its discretionary management of Client's Account, Client expressly grant's TAS complete discretionary investment authority to modify the percentage of assets allocated to, and the selection of Models, Program Funds or selections of Investment Products available within its Allocation Profiles (within predetermined ranges) to reflect the investment strategies Client shall specify in Client's current SIS.

Client hereby also grants TAS complete discretionary investment authority to manage and invest Program Assets in the Investment Products Client selects in Client's SIS, in accordance with the investment strategies and subject to the terms of this Agreement.

Authorizations

Asset Management. TAS and Envestnet will manage the Program Assets held in Client's Program Account(s) in accordance with the Investment Products Client has selected utilizing the relevant Allocation Profile to reflect the investment style set out in the Client's SIS. For TAS Model and Third-Party Models, TAS will make individual investment decisions based on the relevant models and Allocation Profile.

Models. As overlay manager, TAS has sole authority to select the universe of TAS Models, Third-Party Model Providers and Third-Party Models TAS shall make available to Client Accounts through the Program. TAS may, in its discretion, remove a TAS Model and/or or Third-Party Model from the available list of available models if the particular model fails to meet its screening criteria, and replace that model with another TAS Model or Third-Party Model. Similarly, TAS may, in its discretion, discontinue the use of a particular Third-Party Model Provider and replace it with a different Third-Party Model Provider.

Sleeves.
All Sleeves

Client investments within each of the Program Sleeves are managed in accordance with certain Allocation Profiles and Investment Products selected by the Client in the Client's Statement of Investment Selection.

With respect to the selection and continued uses of any of the Sleeves, TAS' Advisors are responsible for profiling the Client, recommending an asset allocation strategy, and managing the ongoing client relationship.

Envestnet is a co-advisor of the Program and acts as overlay manager of the Program. TAS is a co-advisor of the Program and the Investment Manager of the Advisor Managed and TAS advised Model Manager Sleeves described below:

Advisor Managed Sleeves
TAS is the Investment Manager of the "Advisor Sleeves": which consist of the Advisor Managed Discretionary Sleeve and Advisor Non-Discretionary Sleeve.

Advisor Managed Discretionary Sleeve.
The "Advisor Managed Discretionary Sleeve" provides discretionary, individualized investment management of the Sleeve's investments by certain approved TAS Advisors. Clients do not direct transactions for investments allocated to the *Advisor Managed Discretionary Sleeve. Instead,* Client authorizes a Firm approved TAS Advisor to manage the Client's designated assets allocated to this Sleeve on a fully discretionary basis by purchasing and/or selling individual stocks, bonds, mutual funds, closed-end funds, exchange-traded funds, certificates of deposit, money market instruments, depository receipts or other similar instruments relating to any of these securities within guidelines set by the TAS Policy Committee for portfolio construction and limitation of risk. Limited types of options transactions within guidelines set by the TAS Policy Committee may be conducted as part of investments managed within this Sleeve of the Program, however, investment strategies utilizing margin or short selling are prohibited. Clients retain ownership of all cash, securities, and other investments in their AMC Accounts.

Advisor Non-Discretionary Sleeve
The "Advisor Non-Discretionary Sleeve" provides non-discretionary, individualized investment recommendations of the Advisor Non- Discretionary Sleeve's investments. Within this Sleeve the Client's TAS Advisor provides only investment recommendations. Initial and all subsequent investment decisions including selection of applicable Models and following or disregarding changes suggested by applicable Models are made by the Client and not their TAS Advisor or TAS. The Client's TAS Advisor is primarily responsible for making investment management recommendations for the Advisor Non- Discretionary Sleeve. Once the initial Model is established for an Account, rebalancing is conducted on a discretionary basis by Envestnet as overlay manager based on TAS asset allocation guidelines. The Advisor also provides ongoing advisory services to the Client, In accordance with Client's investment objectives as stated in the applicable Client Profile, within this Sleeve the Client's TAS Advisor will recommend that a Client invest and reinvest the assets in securities of various types of investment vehicles, including, but not limited to, common and preferred stocks, shares of mutual funds, closed-end funds, and exchange-traded funds, options, alternative investments, including hedge funds and fund of funds and corporate, municipal or governmental bonds, notes, or bills within guidelines set by the TAS Policy Committee. Limited types of options transactions may be conducted at the Client's direction within Advisor Managed Non-Discretionary Sleeve. Margin borrowing may be used within this Sleeve at the Client's direction in an effort to enhance performance (with the

resulting increased risk of loss), as determined by on-going consultations with clients. Clients should carefully read the margin disclosure in the Program Fees section of the General Terms and Conditions before electing margin capabilities. Client acknowledges and agrees that Client is aware that margin investing will increase Client's investment risk and the Program Fee associated with Client's Account.

Model Manager Sleeve

The Model Manager Sleeve ("MM Sleeve") provides Clients with the ability to utilize the portfolio management models created and maintained by TAS' IAG, including, for an additional fee, the TAS Models and additional Third-Party Models. The Models consist of a wide range of securities, including equity, fixed income, and alternatives, among others. TAS contracts directly with the Third-Party Model Providers and Envestnet to offer third-party model portfolio management services to TAS Client Accounts enrolled in this Program.

TAS is Investment Manager of the MM Sleeve and has full discretionary portfolio management authority to with respect to managing the Client's investments in the MM Sleeve, including authority to deviate from applicable TAS Model and Third-Party Model Provider recommendations. In addition, TAS' discretion, as Investment Manager, includes the selection and maintenance of TAS Models and Third-Party Model Providers and Models, mutual funds and ETFs and other investments and investment products TAS or Third-Party Model Providers shall recommend for use in connection with the Program; modification to allocation profiles; and the addition, replacement, reduction or elimination of any investment product held in Client Program accounts.

TAS retains the authority to terminate or change Model Providers or Models within the MM Sleeve without prior notice to the affected Clients when extenuating circumstances are such that TAS believes such termination or change is in the best interest of the Client. In such cases, an alternate Model Provider or Model will be selected and the Client will be notified in writing of the change of Model Provider or Model. Should the Client reject the alternate Model Provider or Model, the assets will be reallocated across the remaining sleeves. If there are no other sleeves, the Account will be removed from the Program and will be reclassified as an unmanaged full-service commission based TIS brokerage account.

Fixed Income Manager Sleeve

The Fixed Income Manager Sleeve provides Client access to Envestnet's fixed income Investment Managers through the Envestnet Sentry Program, *see below*). These services include:

- Providing access to Fixed Income SMA investment managers ("Sub-Managers"). These managers have entered into sub-management agreements with Envestnet to provide discretionary account management services;
- Providing administrative and /or trading services as directed by a Sub-Manager;
- Rebalancing services to maintain an account's asset allocation;
- Acting on any reasonable restrictions that Client may impose on the management of an account including designation of particular securities or types of securities that Client does not want purchased.

TAS will recommend an appropriate asset allocation among the Sub-Managers in the Envestnet Sentry Program and recommend Sub- Manager(s) for Client's Accounts. In recommending Sub-Managers for the Accounts, TAS will consider factors it deems relevant, including but not limited to, the investment goals and objectives of Client, and any reasonable restrictions imposed by Client on management of the Accounts including the designation of particular securities or types of securities that should not be purchased for the Accounts, or that should be sold if held in the Accounts.

TAS utilizes Envestnet for analysis and information and the identification, selection and monitoring of the various Fixed Income Sub- Managers offered. Envestnet has conducted due diligence on Sub-Managers considered "Approved." Only "Approved" Sub-Managers are available for Client's the Fixed Income Sleeve(s).

If Envestnet removes a Sub-Manager from the "Approved" status, or TAS, in its sole discretion determines that a Sub-Manager shall otherwise no longer be made available to the Program, in such cases, an alternate Sub-Manager will be selected by TAS and the Client will be notified in writing of the change of Sub- Manager. and affected investment funds will be reallocated to the replacement Sub-Manager. Should a Client reject the alternative Sub-Manager selected by TAS, and fail to nominate another available Sub-Manager as a replacement Sub-Manager, the Client's Program Assets allocated to the removed Sub-Manager will be reallocated across the remaining Fixed Income Sleeve(s) (if any) by Envestnet acting in its capacity as Overlay Manager. If there are no other Fixed Income Sleeve(s) available, the Client's AMC Account will be removed from the Program and Program Assets will be reclassified as a TIS self-directed full-service brokerage account.

TAS Advisors may utilize Envestnet information in addition to other research related to Client recommendations, if applicable.

TAS may also utilize Envestnet information in addition to other due diligence when conducting its review of Sub-Managers and Envestnet.

Asset Allocation Profile Changes. As noted above, TAS utilizes Allocation Profiles that reflect differing risk profiles. Client hereby grants TAS discretionary authority to modify its Allocation Profiles from time to time. Client understands and acknowledges that a modification to an Allocation Profile may trigger the need to rebalance Client's account (as described below).

Direction to Rebalance. Client authorizes and directs TAS to rebalance Client's Program portfolio(s) and Account(s) to within acceptable Allocation Profiles (as determined in Client's SIS at such times when Client's portfolio and/or investments within Client's Account(s) fall outside of such acceptable investment allocation ranges and certain triggering actions such as a deposit or withdrawal, Model change, anniversary and/or tax harvesting are conducted.

Dividend Reinvestment Not Permitted. Client acknowledges and agrees that dividend reinvestment is not permitted with respect to Client's AMC Pinnacle Program Account(s) and that Client's selection of this Program constitutes Client's direction to TAS and/or TIS to revoke any dividend reinvestment election(s) made in connection with the administration of Client's Brokerage Account agreement(s). Client also authorizes TAS and/or TIS, as Client's agent and attorney-in-fact to revoke any such dividend reinvestment election(s) made in Client's Brokerage Account agreement(s), and to execute and deliver, on Client's behalf, any documentation required by the Clearing Broker or other parties to affect such revocation.

Minimum Funding Amount. Each AMC Pinnacle Account must maintain a minimum funding amount of $50,000

AMC Premier Account

These AMC Premier Account Program Terms and Conditions (**"Program Terms and Conditions"**) establish the respective responsibilities and obligations of Client, TAS and any applicable Investment Manager(s) with respect to the following managed account programs that Client may select from time to time (the "**Programs**," each a "**Program**"): AMC Premier Separately Managed Account ("SMA Program" or "AMC Premier"); and/or Envestnet Sentry Program Account ("SPA Program" or "Envestnet SPA").

Defined terms used in these Program Terms and Conditions shall have the meanings ascribed to them in the attached AMC Managed Account Programs General Terms and Conditions unless the context clearly requires otherwise. The investment guidelines set forth herein shall constitute the "**Investment Mandate**" of each Program herein described.

TERMS
General Description of Responsibilities

Pursuant to this Agreement Client has retained TAS to provide Client with investment advice and exercise complete discretionary investment authority (subject to Client Restrictions) regarding the investment and reinvestment of the Program Assets Client has designated as being subject to management pursuant to the Client's Statement of Investment Selection. TAS is responsible for advising Client about Client's AMC Account(s), and it is the responsibility of Client and TAS to select the appropriate Programs. TAS has an ongoing responsibility to advise Client regarding the Programs and investments Client selects and detailed in the Client's SIS. If Client selected the SMA Program, TAS also has ongoing responsibility to advise Client regarding the Investment Manager (which may include TAS).

The Programs

SMA Program and Third-Party Investment Manager(s)

The separately managed account feature of the AMC Premier Program (**"SMA Program")** gives Clients access to an array of **"Third-Party Investment Managers"** that have met the SMA Program's research standards and are made available to Program Clients to manage all or part of each Client's designated Program Assets on a fully discretionary basis. TAS has contracted both directly with individual Third-Party Investment Managers to provide separate account management services to Client Program accounts and with Envestnet, who maintains investment advisory contracts with additional investment managers with negotiated fees and account minimums. SMA Program Third-Party Investment Manager fees, and other information relating to Client's Account(s) enrolled in this Program, are contained in each Client's SIS.

Option Overlay Portfolios
One or more Third-Party Investment Managers offer concentrated stock, index call, and put writing (income), Put Buying (protection) and/or Enhanced Income Yield option overlay management for Clients. These Investment Managers only trade in option contacts and do not manage the underlying stock or other securities contained in the Client's account. Clients electing this service will need to contact their TAS Advisor when transaction in underlying securities are needed for cash flow to support option contract margin requirements or other reasons. Enrollment in this service will require Clients to complete additional documentation and acknowledge their understanding of the risks associated with option investing. Clients must also agree to the terms of an options account agreement and will receive separate options disclosure material. Both TIS and Clearing Broker must approve the Client's account for option trading prior to the implementation of this service. If margin loan capabilities are required in connection with the

establishment of Client's options account Client must enter into a margin agreement with the Clearing broker. Clients should carefully review the margin disclosure in the **Program Fees Section of the General Terms and Conditions** before electing margin capabilities.

Upon termination of an advisory agreement with such a Third-Party Manager or a change to a different Third-Party Manager that does not utilize overlay portfolios, the option and/or margin agreements may be removed from the account. To employ an option strategy at a later date, either in the TIS brokerage account or a TAS advisory account, new agreements will need to be submitted for review and approval.
Program Fees applicable to Client's option positions will be charged based on collateral value rather than the market value of the options held in Client's account.

Monitoring of Third-Party Investment Manager(s). TAS conducts initial due diligence of Third-Party Investment Manager(s) for inclusion in the SMA Program and performs ongoing monitoring of each Third-Party Investment Manager for adherence to its stated investment philosophy and style.

Client hereby authorizes TAS to terminate, assign and reassign Investment Manager(s) at TAS' sole discretion with written notice to Client, which notice shall serve to amend the Client's SIS accordingly. The termination of any Third-Party Investment Manager's authority will not constitute a termination of this Agreement. or the enrollment of any Client Account and/or Program Assets in the SMA Program.

SMA Program (TAS as Investment Manager)

SMA Program - TAS as Investment Manager. This additional feature of the SMA Program permits Clients to designate TAS a fully discretionary Investment Manager with respect to all or part of each Client's designated Program Assets.

Direction to Rebalance. Client authorizes and directs TAS to rebalance Client's TAS Program portfolio(s) and Account(s) to within acceptable allocation ranges (as determined in Client's SIS) at such times when Client's portfolio and/or investments within Client's Account(s) fall outside of such acceptable allocation ranges.

Envestnet Sentry^sm Program Account ("SPA Program" or "Envestnet SPA") (Envestnet Asset Management, Inc. as Investment Manager)

These **Envestnet Sentry Program Terms and Conditions ("Program Terms and Conditions")** establish the respective responsibilities and obligations of Client and TAS with respect to the Envestnet Sentry Program Account (the "**Program**"). The SPA Program is a separately managed account program jointly offered by TAS and Envestnet Asset Management, Inc. ("**Envestnet**") a registered investment adviser which also serves as the Platform Manager for each of the AMC Managed Account Programs. Client understands that Envestnet and TAS and are not affiliated other than through jointly providing services to the SPA Program.
Defined terms used in these Program Terms and Conditions shall have the meanings ascribed to them in the attached AMC Managed Account Programs General Terms and Conditions unless the context clearly requires otherwise. The investment guidelines set forth herein shall constitute the "Investment Mandate" of the Program herein described.

SPA Program. Clients who select the SPA Program have access to an array of separately managed accounts managed by Third-Party Investment Managers, including Investment Managers which have entered into agreements with Envestnet to provide discretionary separate account management services to Clients participating in the SPA Program ("**Investment Managers**"). Client agrees to maintain a separate account for each of Client's SPA Program Accounts.

Clients electing this Program should carefully review Envestnet's Form ADV, Part 2A brochure for complete information about this Program. By entering into these Terms and Conditions Client acknowledges that Client has read and understands the Program terms and services set forth in Envestnet's brochure.

TAS will recommend an appropriate asset allocation among the investment options in the SPA Program Accounts and recommend Investment Manager(s) for Client's Accounts. In recommending Investment Managers for the Accounts, TAS will consider factors it deems relevant, including but not limited to, the investment goals and objectives of Client, and any reasonable restrictions imposed by Client on management of the Accounts including the designation of particular securities or types of securities that should not be purchased for the Accounts, or that should be sold if held in the Accounts. Client understands and is willing and able to accept the risk involved in the selection of investments and further understands that there is no assurance that Client's investment objective will be achieved.

Envestnet Approval. Participation in the SPA Program is subject to approval by Envestnet. Envestnet in its sole discretion may determine whether to accept or reject a Client or Account's participation in the SPA Program. Upon opening a SPA Account Client will become an investment management client of both TAS and Envestnet.

Client understands and agrees that Investment Managers provided by Envestnet shall be retained by Envestnet pursuant to agreements entered between the Envestnet

Managers and Envestnet. Client authorizes Envestnet to enter into sub- management agreements with Investment Managers for portfolio management services in connection with the management of the Accounts on terms and manner that Envestnet deem appropriate. For certain Envestnet Investment Managers, Envestnet has entered into a licensing agreement with the Investment Manager, whereby Envestnet performs administrative and/or trading duties pursuant to the direction of the Sub-Manager. In such situation the Envestnet Investment Manager is acting in the role of a Model Provider.

Grant of Discretionary Trading Authority. Subject to the Client restrictions set forth in the SIS, Client hereby grants to TAS authority to grant to Envestnet and each of the Investment Managers complete and unlimited discretionary trading authorization as Client's discretionary Investment Manager with respect to Client's SPA Program Account(s). This trading authorization is a continuing one and shall remain in full force and effect with respect to a particular Investment Manager until that Investment Manager is terminated by Client, TAS or Envestnet in writing. Each of the Investment Managers will manage the Program Assets allocated to it in accordance with the investment style set out on Client's SIS. Client generally will not receive reports directly from each of the Investment Managers but Client may make inquiries of them regarding Client's Account(s) that they manage. Client should direct these inquiries to TAS.

TAS will not make any individual security investment decisions in connection with the SPA Program.

Monitoring of Investment Manager(s).
TAS has contracted with Envestnet for analysis and information and the identification, selection and monitoring of the various Investment Managers offered through the SPA Program; such Investment Managers are designated as "Approved," as described in Envestnet's Form ADV Part 2A.

TAS may also offer Investment Managers on which Envestnet has not performed investment methodology due diligence, which are categorized "Available." All Investment Managers reviewed by Envestnet receive and are directed to return a completed due diligence questionnaire each year. Envestnet Investment Managers may be considered "Approved" or "Available" depending upon the level of due diligence performed by Envestnet. Envestnet unilaterally determines if an Investment Manager is designated as "Approved" or "Available."

"Approved" managers which do not meet certain performance standards established by Envestnet may also be reclassified "Available."

If an Investment Manager is removed from the platform, Client and their TAS Advisor will receive notice to change to a new investment manager. If no change is made, the AMC Account will be terminated, and Program Assets will be reclassified as a TIS self-directed full-service brokerage account.

Envestnet makes available information received from industry databases, such as Morningstar, regarding the Envestnet Investment Managers to TAS.

TAS maintains the responsibility for conducting ongoing monitoring of Envestnet as a sub-advisor and Investment Manager in the SPA Program.

Minimum Funding Amount. Each AMC Premier Account must maintain a minimum funding amount as follows: Equity Portfolios - $100,000; Fixed Income Portfolios - $250,000.

AMC Truist Invest Account Program Terms and Conditions

Effective August 1, 2026, no longer available to new Clients.

These AMC Truist Invest Program Terms and Conditions ("**Program Terms and Conditions**") establish Client's and TAS' responsibilities and obligations with respect to the AMC Truist Invest Account (the "**Program**").

Defined terms used in these Program Terms and Conditions shall have the meanings ascribed to them in the attached AMC Managed Account Programs General Terms and Conditions unless the context clearly requires otherwise. The investment guidelines set forth herein shall constitute the "**Investment Mandate**" of the Program herein described.

TERMS
General Description of Responsibilities

The AMC Truist Invest Program is an automated electronic discretionary investment advisory program offering individualized investment recommendations by TAS Advisors for an asset-based fee. Clients do not direct investment transactions for their accounts enrolled in this Program. Instead, the AMC Truist Invest Program is offered by a Truist Advisor and utilizes a computer algorithm ("Algorithm") to generate projections and make discretionary investment decisions separately for each Program account. The TAS Advisor is primarily responsible for making investment management recommendations, in accordance with Client's investment objectives related to one of the following goals: Retirement, Major Purchase or General Investing and the type of portfolio which is limited in number and based on the Client's risk tolerance. Each Program account may only have a single selected goal.

In order to participate in the AMC Truist Invest Program, Clients are required to agree that records and

disclosures for the Program will be delivered, and agreements will be signed, electronically.

Pursuant to this Agreement Client has retained TAS to provide Client with investment advice and exercise complete discretionary investment authority (subject to Client Restrictions) regarding the investment and reinvestment of the Program Assets Client has designated as being subject to management pursuant to the Client's SIS.

General Description of TAS' Responsibilities. TAS has an ongoing responsibility to manage the Client's Program Assets as it deems to be advisable in accordance with the information provided by Client and incorporated in Client's SIS.

Agreement to Sign Account Agreements and Receive all Statements, Disclosures, Trade Confirmations, and other Account Communications Electronically. By entering into this Agreement, Client agrees that all account agreements, statements, disclosure materials, trade confirmations and other account communications for the Program will be delivered, and any applicable agreements will be signed, electronically.

This is an ongoing Program requirement and includes Program disclosure brochures and other documents relating to Clients' AMC Truist Invest Program accounts. After an AMC Truist Invest Program account is opened Clients may not opt out of the standard transaction and trade statement e-mails that notify them of events like rebalancing, investment of cash or the annual review. If Clients refuse to accept electronic delivery of these materials or are otherwise unable to or become unable to receive such materials, TAS will terminate Client's AMC Truist Invest account. Client agrees that Client must maintain an accurate and up-to-date e-mail address with TAS to ensure that the Client has the ability to read, download, print and retain applicable agreements, disclosure materials, and other documents and information received from TAS. If a Client is unable or unwilling to accept electronic delivery the Client's AMC Truist Invest Program account will be terminated, and the Client will be required to transfer the Client's account assets to another account at TAS, TIS or an account at another broker or financial institution or to liquidate their AMC Truist Invest Program account.

Eligible Program Assets. "**Eligible Program Assets**" are (i) those limited set of exchange traded fund (ETF) securities selected and approved by TAS' IAG which may be periodically adjusted by TAS ("**ETF Universe**") and (ii) any Transferred Securities (described below) retained by TAS in its sole discretion. In addition, the AMC Truist Invest Program may hold a portion of each AMC Truist Invest Program Account in the core account associated with the Program Account's underlying Brokerage Account. Funds held in the core account are Program Assets and are included in the calculation of the Program Fee.

AMC Truist Invest Program Account Funding with Existing Investment Positions

The AMC Truist Invest Program Account permits Program Accounts to be funded with existing securities positions ("Transferred Securities"). **However, Client's should not expect that any of their Transferred Securities will be selected by TAS for retention in their Program Account and should instead anticipate any Transferred Securities used to fund an AMC Truist Invest Program account will be sold and (i) that, in the case of taxable (non-IRA) AMC Truist Invest Program accounts any applicable capital gains (or losses) associated with the Transferred Securities will be realized and (ii) any contingent deferred sales charges associated with any such Transferred Securities will be incurred when such shares are sold.**

Accordingly, Clients should consult with their tax advisers prior to funding a taxable Truist Invest Program account with Transferred Securities.

- **TAS shall not be liable for any taxes or other expenses incurred in connection with the sale of any Transferred Securities used to fund a Truist Invest Program account.**

Asset Allocation Changes. TAS utilizes allocation profiles that reflect differing risk profiles. Client hereby grants TAS discretionary authority to modify its allocation Profiles from time to time and without prior notice to Clients. Client agrees that Client understands and acknowledges that a modification to an allocation profile may trigger the need to rebalance Client's account.

ETF Universe Changes. TAS may, in its discretion, remove an ETF from the ETF Universe if the particular ETF fails to meet TAS' screening criteria, and replace it with another ETF from the same or a different provider.

Direction to Rebalance. Client authorizes and directs TAS to rebalance Client's Program) and account to within acceptable allocation ranges (as determined in accordance with Client's SIS at such times when investments within Client's account fall outside of the Program's acceptable allocation ranges.

Dividend Reinvestment Not Permitted. Client acknowledges and agrees that dividend and other income generated by the securities held in a Client's Account will be automatically reinvested in the AMC Truist Invest Program Account and will not be distributed to Client or reinvested in the securities which were the source of the dividend or other income.

Minimum Funding Amount for an AMC Truist Invest Account is $5,000.