

**AMENDMENT & SUPPLEMENT TO THE ADVISORY
PROGRAM AGREEMENT AND ACCOUNT AGREEMENT**



This document shall amend and supplement, as applicable, the enclosed or previously executed Envestnet Private Wealth Management Investment Advisory Program Terms and Conditions (“WM Program Agreement”), Statement of Investment Selection or Statement of Insurance Selection (each an “SIS”) and the Fidelity/NFS Brokerage Account Application or annuity carrier application (each an “Account Agreement”). Together, this amendment (“Amendment”), the WM Program Agreement, SIS and the Account Agreement shall collectively serve as the entire client agreement (“Client Agreement”) governing the investment advisory and account-related services provided to the advisory account owner(s) (“Client”) by: &Partners, LLC (“AP” or “Advisor”), the introducing broker and client-facing Registered Investment Advisor (“RIA”), National Financial Services, LLC (“NFS”) or, if applicable, the annuity carrier (“Annuity Carrier”), each providing custodial and clearing functions for AP, Client, and Envestnet Asset Management, Inc. (“Envestnet”), the investment advisory program platform provider to AP and Client.

Client’s account(s) listed in Appendix A (the “Account(s)”) each shall be subject to the Client Agreement inclusive of this Amendment and, accordingly, the terms of the WM Program Agreement and Account Agreement, as amended or supplemented herein.

Now, therefore, Client, Advisor and RIA Representative (“FA”) understand, acknowledge and agree as follows:

- 1) Client hereby consents to delivery, receipt and use of: (a) electronic notices, agreements, records and all other types of documents related to the Account(s), without limitation, unless any such documents are required by law or regulation to be delivered other than by electronic means; and (b) electronic signatures, which shall be deemed binding and enforceable. Additionally, Client agrees to AP’s electronic notice, records and signature policies located at: www.andpartners.com the terms of which are incorporated by reference into the Client Agreement. Client may revoke this consent or otherwise opt-out of electronic delivery by providing written notice to AP in the manner prescribed in: www.andpartners.com.
- 2) If Client is enrolling in an investment advisory program or purchasing an annuity product (“Program”) where AP, Advisor, Envestnet or any other sub-manager/investment manager (“Sub-Manager(s)”) has been granted trading discretion over the investments in the Account, then as set forth in the WM Program Agreement, Client authorizes and consents to having Account and issuer/carrier/manager related documents including but not limited to, as applicable, Form ADV Part 2A/2B, Form CRS and Privacy Policy for Sub-Manager(s) (or any updates thereto), prospectus, proxy, corporate actions, various security issuer communication, and daily trade confirmations, directed to the Advisor who has been granted such investment discretion. Consequently, Client will not receive trade confirmations at the time of each trade but rather will receive a quarterly report with aggregated trade details from the qualified custodian or Annuity Carrier. This authorization and consent shall not be effected by any changes to the manager(s) who has/have discretion to manage the investments in the Account, except that with any such change the new investment manager(s) shall receive the daily trade confirmations for their trades in the Account.
- 3) In the event that there is any conflict or inconsistency in the investment objective, risk tolerance, investment time horizon, liquidity needs or other Client investment profile information (“Client Profile”) between the respective systems of record regarding the Account maintained by either NFS or Annuity Carrier (each an “SOR”) and Envestnet, the Client Profile on the NFS SOR or Annuity Carrier SOR shall be deemed correct, valid and controlling for purposes of the investment advisory services provided to Client and the Account(s). At all times while the Account(s) remain(s) open, Client shall be solely responsible for notifying AP of any Client Profile changes or inaccuracies, and AP shall not be responsible for the suitability of advisory services or investments in the Account(s) if Client fails to promptly notify AP of such changes or inaccuracies. Client acknowledges and understands that AP, FA, Envestnet and/or any other investment adviser providing advice on the Account(s) may provide different advice to another client with a similar Client Profile.
- 4) Client agrees that the investment management and advisory program fees (“Program Fees”) for the Account(s) shall be billed monthly in the manner set forth in the WM Program Agreement. As set forth in the SIS for the Account(s), Program Fees may be calculated using either a linear breakpoint methodology or a tiered graduated/progressive methodology. Additionally, depending on fee calculation methodology, the Program Fees may be calculated for single Account(s) or a billing group of Account(s) (“Billing Groups”). Absent the disclosure of either methodology on the Client Agreement, Program Fees will utilize the linear breakpoint methodology and will not utilize Billing Groups. Client has discussed the various methodologies for assessing the Program Fees with their Advisor and understands and acknowledges the methodology being utilized for the Account(s). Notwithstanding the Program Fee stated on the SIS, the actual Program Fee may vary slightly due to calculation of the Program Fee utilizing a longer decimal set than what is displayed on the SIS. Program Fees shall be assessed against the assets in the Account(s), which shall include but not be limited to any Bank Deposit Sweep Program balance or other cash sweep or non-sweep (free credit) balances, where applicable, in the Account(s). The value of investment positions that may be reflected in the Account(s), but are non-billed and/or non-managed investments, shall not count towards or be included in the asset balance(s) for billing purposes. Client may designate, via execution of AP’s “Designation of a Billing Account for Advisory Account Fees,” to have the Program Fees billed/charged to a separate AP Account owned by Client. If an account has a net contribution or withdrawal of \$10,000 (or greater) in any given day within a billing period, such activity will result

in a pro-rated Program Fee debit or credit for each occurrence, which will be reflected and billed or credited in the next billing period.

- 5) If Client transfers into the Account(s) mutual fund positions that pay compensation to AP in the form of 12b-1 distribution fees, those distribution fees shall continue to be paid to AP until such time as those mutual fund positions can be liquidated or converted. AP shall credit the amount of the distribution fees AP receives, prior to liquidation/conversion, to the Account(s). Additionally, if Client transfers into the Account(s) mutual fund positions that are subject to a contingent deferred sales charge (“CDSC”) and such fund positions are subsequently liquidated or converted, the CDSC will be assessed pursuant to the prospectus terms and the amount of the CDSC will not be credited back to the Account(s).
- 6) Client authorizes and grants discretion to AP, as the principal investment adviser for the Account(s), to change any of the Sub-advisor(s), subaccounts, investment strategies and discretionary advisory program for/in the Account(s) without obtaining any additional consent or authorization for such change(s). Client understands that such changes could result in higher or lower Program Fees being charged to the Account(s) as well as higher or lower risk associated with the overall Account investment management strategy, investment positions and investment objectives. Client hereby authorizes AP to receive on Client’s behalf Form ADV 2A, Form ADV 2B, Form CRS and Privacy Policy for any Sub-Advisor(s) (and any updates thereto) selected by the Advisor as well any prospectus for securities/subaccounts selected by the Advisor for the Program. Additionally, AP will provide, free of charge, the Form ADV for any investment manager(s) on the Account(s) upon Client’s written request. Notwithstanding the foregoing, I understand that AP, Envestnet or a Sub-Advisor(s) may, in their discretion, require Client to execute new agreements or forms for certain changes to the advisory services being provided or in the advisory program(s) in which the Account(s) is/are enrolled.
- 7) Low-balance investment advisory accounts (i.e. investment advisory accounts with a total asset balance that is less than the recommended minimum for a Program or investment manager(s)) should be discussed with your Advisor. Client shall be solely responsible for deciding whether to establish or maintain funding/balances in the Account(s) sufficient to meet a Program’s or investment manager(s)’ recommended minimum asset balance. In connection with the foregoing, Client understands: (a) failure to meet or maintain an applicable recommended minimum asset balance may change how AP, Sub-advisor(s) and/or Envestnet are able to implement the advisory program or strategy selected for the Account(s); and (b) may negatively impact the investment performance of the Account(s) relative to other accounts in the same advisory program or strategy where the recommended minimum asset balances have been met/maintained.
- 8) Client hereby authorizes and consents to agency cross transactions effected through AP, conditioned upon AP providing Client with a written confirmation at or before the completion of each such transaction in compliance with SEC Rule 206(3)-2. In granting such consent, Client understands that there is an inherent conflict of interest where AP acts as a broker for Client and for another person on the other side of the transaction. Client may revoke this consent to agency cross transactions at any time with written notice to AP.
- 9) Client hereby authorizes and consents to principal cross transactions effected through AP, to the extent permitted by applicable law, whereby AP may, in transactions involving the Account(s), act as principal buyer or seller on the other side of the transaction. This type of transaction is called “principal cross transaction” and is conditioned upon AP obtaining Client’s written consent to such a transaction, and the disclosure of the related compensation and/or value received before the transaction is completed. The Client understands that when AP acts as principal in a principal cross-transaction it is acting on its own behalf as the buyer or seller of the securities that Client is selling or buying (respectively) and as a result has a financial stake and conflict of interest in, the transaction. To address this conflict, and in accordance with regulatory requirements, AP will require the Client’s written permission for such principal transactions prior to the execution of such transactions, which in turn may delay the execution of those transactions.
- 10) Client hereby consents to use of Alternative Investments, including Hedge Funds, Private Equity Funds, Private Credit Funds and Real Asset Funds (collectively “Alt Funds”) in their Account(s); however, investments in Alt Funds generally require Client to consent to purchase via the Alt Funds’ subscription documents. In such instances Client shall be required to receive and review the &Partners Complex Products Disclosure Statement & Acknowledgement and the &Partners Alternative Investments Risk Disclosure Document. Alt Funds typically have more complex investment features, are illiquid or have limited liquidity and may require Client to satisfy capital calls (by remitting additional monies to the issuer). Accordingly, Alt Funds may be called and funded in full, upfront, or may implement a capital call structure that can span over several years. Client is responsible for providing AP with an accurate Client Profile to enable AP to ensure the Alt Funds are a suitable long-term investment for the Client and for the Account’s investment strategy. Client understands and acknowledges the risks associated with investing in Alt Funds, including but not limited to liquidity risk, volatility, leverage and additional capital requirements. Although Alt Funds are illiquid in nature, typically they cannot be actively traded (i.e. bought and sold on a day-to-day basis), the Program Fees will still be assessed against the value(s) of the Alt Fund position(s) in the Account as investments that are included in and influence the Program’s investment strategy. The manner by which the Program Fees are assessed and billed on Alt Funds varies depending on the type of Alt Fund and may be assessed on either the market value of the Alt Fund or the total amount of the investor’s committed capital. The Program Fees charged on the Alt Fund will be in addition to the management fee,

performance fee, carried interest and/or other internal fund expenses charged by the Alt Fund issuer or manager as described within the fund's offering documents. As a result, Client will pay to AP ongoing Program Fees for non-managed and illiquid assets. If Client does not wish for Alt Funds to be considered or purchased in their Account(s) it is important for Client to expressly discuss with their FA and document, in writing, the desired investment restriction(s).

- 11) Client hereby acknowledges that AP has disclosed Client's right to use/designate any broker-dealer for trade execution. Consistent with this right, Client hereby consents and directs AP and NFS to perform execution of all trades for and on behalf of the Account(s) unless Client specifically directs AP in writing to the contrary. For the avoidance of doubt, Client authorizes and directs AP and NFS or, as applicable Annuity Carrier, to execute all purchases and/or sales for and on behalf of the Account(s) regardless of any best execution obligations that AP, NFS, and/or Annuity Carrier would be subject to, but for Client's authorization and direction herein. Likewise, Client acknowledges and agrees AP will not, and is not expected to, negotiate brokerage commissions on Client's behalf, and, therefore, Client may be paying more in sales commission than those that might be negotiated in the absence of Client's authorization and direction herein.
- 12) Standardized performance reports for the Account(s), which include comparative performance benchmark data ("Benchmarks") are produced on a quarterly basis by Envestnet and delivered via Envestnet's client portal, which is available to every Client. Additionally, Client authorizes and consents to AP's or Advisor's preparation of consolidated household performance reporting ("Consolidated Performance Reports") which may be delivered (a) at the request of any Client; (b) as prompted by Advisor; or (c) on a monthly, quarterly, or other recurring frequency at the discretion of the Advisor. Such delivery will be made in accordance with Paragraph 1 of this Amendment and may be delivered to any or all members of the household or to the authorized persons/parties on the household's Account(s), which may include but not be limited to spouses, children, parents, trustees or agents. Such consent to Consolidated Performance Reports may be revoked by Client, in writing. Not all Consolidated Performance Reports will include Benchmarks; however, the standardized quarterly performance reports with Benchmarks, which are referenced at the outset of this Section and are available through Envestnet's client portal, should be referenced for comparative performance purposes. If Client does not have access to Envestnet's client portal, Client may contact their Advisor, in writing, at any time to request the standardized quarterly performance reports with Benchmarks.
- 13) Certain annuity contracts including but not limited to Variable Annuities, Fixed Annuities and Registered Index-Linked Annuities, individually an ("Annuity") may be held or linked to Client Account(s). In all cases an Annuity is purchased under the offering documents of the Annuity Carrier ("Annuity Application") and the terms of and costs associated with the Annuity, along with all beneficiary designations, benefit and rider provisions, shall be set forth in and governed by the policy issued by the Annuity Carrier (the "Annuity Contract"). In certain circumstances, Client will agree to the Program Fee associated with the Annuity, details of which will be provided and agreed to within the Annuity Contract. In other circumstances, the Client Agreement will govern the terms of the Program Fee, including an SIS specific to the Annuity. Client understands and acknowledges that the Program Fee assessed on Annuities, as set forth in the SIS, may differ from the Program Fee assessed on other Program Account(s) the Client holds with AP. Additionally, the Program Fee is separate from and in addition to any fees associated with the Annuity, including but not limited to subaccount fees, surrender charges, mortality and expense fees, or administration fees. Client acknowledges receipt of all offering and disclosure documents associated with the Annuity Contract, including but not limited to, the SIS, a prospectus (if applicable), & Partners' suitability and disclosure documents, rate and other fee disclosures and final Annuity Contract issued by the Annuity Carrier.
- 14) In certain circumstances, Client may utilize a Sub-Advisor that is not accessible through Envestnet's manager network (each a "Dual Contract Manager"). The Dual Contract Manager designated by the Client, shall provide discretionary investment management services to Client as described in a separate agreement with the Dual Contract Manager, for which AP is not a party. Client maintains the sole right and obligation to hire and fire any Dual Contract Manager(s) and hereby appoints Dual Contract Manager to act as the Client's agent and attorney-in-fact with discretionary power to buy, sell or otherwise effect transactions in stocks, options, bonds and any other securities for the Account and in the Client's name as provided on the Client Agreement. Client hereby acknowledges and agrees that the Dual Contract Manager is solely responsible for rendering individual investment advice to the Client and for determining the initial and continuing suitability of such advice for the Client's Account. AP will not be authorized to make, or responsible for making, investment decisions or for monitoring transactions directed by the Dual Contract Manager for conformity with the Client Profile or restrictions. These authorizations for the Dual Contract Manager shall remain in full force and effect and be relied upon until terminated/revoked, in writing, to AP. At such time that a termination notice is provided, the Account will be maintained by AP as a non-discretionary account until an updated Agreement is executed. Notwithstanding the foregoing, any trade initiated prior to receipt of Dual Contract Manager's termination notice shall settle and be deemed valid. Any fee assessed by the Dual Contract Manager is separate from and in addition to the Program Fees paid to AP. Client hereby authorizes AP to pay Dual Contract Manager upon receipt of invoice. AP is not responsible for verifying the accuracy of the Dual Contract Manager fee on the invoice provided. Client understands and acknowledges that it is the sole responsibility of the Dual Contract Manager to make initial and ongoing delivery of its disclosure documents to Client, including but not limited to Form CRS, Form ADV 2A, Form ADV 2B and Privacy Policy. Client may request, in writing to AP, a copy of these disclosure documents to be delivered to them, which will be done free of charge.

- 15) For any Account(s) that is/are an individual retirement account ("IRA"), subject to Section 4976 of the Internal Revenue Code (the "Code") or are part of a pension or other employee benefit plan (a "Plan") governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), AP accepts appointment to provide advisory services to the Account(s), and in doing so AP acknowledges that it is acting as a "fiduciary" under the Code or under ERISA section 3(21)(A)(ii), but only with respect to the provision of services described in the Client Agreement.
- 16) In furtherance to Section 8 of WM Program Agreement, you hereby agree that Advisor, Platform Manager or Sub-Manager, as applicable, or any of their respective appointed agents or third-party delegates (collectively, "Authorized Agents"), will exercise discretion in voting or otherwise acting on all matters, including (but not limited to) proxies and corporate actions, for which a security holder vote, consent, election or similar action is solicited by, or with respect to, issuers of securities beneficially held as part of the Program Assets, unless otherwise agreed to in writing with Client. Client reserves the right to revoke this authority, in writing, at any time by sending notice to: &Partners. Revocation may be made via email to the Advisor. To the extent that there is any conflict or inconsistency between this provision and Section 8 of the WM Program Agreement this provision shall be deemed complete, correct and controlling. AP will retain records of all proxy voting decisions as made by Advisor and will, upon request, seek to obtain similar records by other Authorized Agents. Such records may be requested, in writing, at any time. AP may, in its discretion, file class action claims on behalf of Client with Client's approval.
- 17) Death, disability, or incompetency will not automatically terminate or change the terms of this Agreement. But Client's executor, personal representative, guardian, attorney-in-fact, or other authorized representative (collectively "Client's Authorized Representative") may terminate this Agreement by giving written notice to AP pursuant to the Client Agreement. Notwithstanding the foregoing, Client agrees that AP shall not be required to accept or execute instructions from Client's Authorized Representative until such time that any/all documentation that is required by AP to establish Client's Authorized Representative's authority regarding Client's Account(s) is provided in good order.
- 18) This Client Agreement may not be assigned without the consent of the Client, which consent shall be deemed provided if AP sends notice of such assignment to Client and Client does not object in writing to the assignment within the period specified in the notice. Client acknowledges that transactions that do not result in a change of actual control of AP shall not be considered an assignment.
- 19) Client agrees that AP reserves the right to liquidate any assets of the Account, at any time, regardless of investment or tax considerations, to collect any charge for which payment may be due, including but not limited to Program Fees, to satisfy margin requirements or to satisfy any other Client obligation pursuant to the Client Agreement and any other agreement with AP, its clearing firm NFS, Envestnet, Annuity Carrier or any of their affiliates.
- 20) AP may amend the Client Agreement by modifying or rescinding any of its existing provisions or by adding any new provisions, which amendment will be effective thirty (30) days after AP provides written notice of such amendment to Client, provided that the Client does not object in writing to the amendment during such 30-day period.
- 21) If more than one individual or entity has beneficial ownership of the Account(s), each person or entity agrees to be jointly and severally liable for all obligations under this Agreement with respect to the Account(s). Additionally, AP may rely on instructions and information it receives from any person identified to AP as having authority to act for or with respect to the Account(s) (each an "Authorized Person"). However, should AP receive conflicting instructions from multiple Authorized Persons, or is aware of a dispute or conflict of interest between such signatories (including, without limitation, separation or divorce proceedings), AP may, in its sole discretion, refrain from acting on instructions from one such Authorized Person and may require: (a) all Authorized Persons to consent in writing to the same instruction; (b) a court order with specific instructions for the Account(s); or (c) a mutually executed agreement and indemnity signed by the Authorized Persons. AP is not responsible for any claims or damages resulting from its performance or execution of an instruction provided by any of the Authorized Persons on the Account(s).
- 22) The pre-dispute arbitration clause, provisions concerning choice of law or venue/forum and any other dispute resolution provisions (collectively the "Dispute Provisions") within the Account Agreement shall solely and exclusively govern any claim, controversy, dispute or action initiated or brought by Client (each a "Client Action") where AP is a named party together with NFS, Annuity Carrier and/or Envestnet. Additionally, if a Client Action is brought solely against AP, then the Dispute Provisions within the Account Agreement shall govern such Client Action except that Client and AP agree that the governing law in such instances shall be the laws/regulations of the state of Tennessee. With Client Actions involving alleged violations of the Investment Advisers Act of 1940 ("Advisers Act") or applicable state investment advisory laws, it is understood that the SEC and various state securities regulatory agencies believe that an agreement to submit disputes to arbitration does not constitute a waiver of any rights provided under the Advisers Act or applicable state investment advisory laws.
- 23) Notwithstanding Section 22 above, if Client did not otherwise execute and expressly agree to the pre-dispute arbitration clause within the Account Agreement, Client's execution of this Amendment shall constitute Client's express agreement to, and Client shall be bound by the following pre-dispute arbitration clause and provisions:**
- A. All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by**

jury, except as provided by the rules of the arbitration forum in which a claim is filed.

- B. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- C. The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- D. The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- E. The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- F. The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- G. The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

All controversies that may arise between Client and AP concerning any subject matter, issue or circumstance whatsoever (including, but not limited to, controversies concerning any account, order, distribution, rollover, advice interaction or transaction, or the continuation, performance, interpretation or breach of this or any other agreement between Client and AP 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 Financial Industry Regulatory Authority (FINRA) or any United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member, as I may designate. If Client designates the rules of a United States self-regulatory organization or United States securities exchange and those rules fail to be applied for any reason, then Client shall designate the prevailing rules of any other United States securities self-regulatory organization or United States securities exchange of which the person, entity or entities against whom the claim is made is a member.

If Client does not notify AP in writing of his/her designation within five (5) days after such failure or after Client receives from AP a written demand for arbitration, then Client authorizes AP to make such designation on Client's behalf. The designation of the rules of a United States self-regulatory organization or United States securities exchange is not integral to the underlying agreement to arbitrate.

Client understands that judgment upon any arbitration award may be entered in any court of competent jurisdiction. 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 customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

With Client Actions involving alleged violations of the Investment Advisers Act of 1940 ("Advisers Act") or applicable state investment advisory laws, it is understood that the SEC and various state securities regulatory agencies believe that an agreement to submit disputes to arbitration does not constitute a waiver of any rights provided under the Advisers Act or applicable state investment advisory laws.

- 24) The Client Agreement, inclusive of this Amendment, the SIS, the Account Agreement and the WM Program Agreement represent the entire agreement between the parties with respect to the Account(s) and subject matter contained herein.

Signature Page Follows

IN WITNESS WHEREOF, Client acknowledges that they have read, understand and agree to the terms set forth in this Amendment and elsewhere within the Client Agreement, and by executing below expressly confirms that they have due authority to execute this Amendment for the Account(s), and where applicable, have due authority to bind any/all Owner(s) or other authorized person(s) on the Account(s) to all terms and obligations herein. Where more than one Client is required to execute this Amendment, execution in counterparts shall be effective. **Further, Client acknowledges that the Client Agreement shall be subject to the pre-dispute arbitration clause and agrees to all terms and provisions thereof.**

Client Signature

Date: _____, 20____

2nd/Joint Client Signature (if applicable)

Date: _____, 20____

3rd/Joint Client Signature (if applicable)

Date: _____, 20____

FA or AP Principal Signature on behalf of AP

Date: _____, 20____

APPENDIX A

The following Account(s) is/are subject to this Amendment and the Client Agreement:

<u>Account Name / Title</u>	<u>Account Number</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____