



TD PRIVATE CLIENT WEALTH LLC
TD AUTOMATED INVESTING AND TD AUTOMATED INVESTING PLUS
INVESTMENT ADVISORY AGREEMENT

PREAMBLE

This Agreement ("Agreement") governs the advisory services that Private Client Wealth LLC's robo-advisor will provide you with respect to your participation in the TD Automated Investing ("TD Automated Investing") and TD Automated Investing Plus ("TD Automated Investing Plus") wrap fee programs (each a "Program," and together, the "Programs") and the TD Automated Investing or TD Automated Investing Plus account through which you receive such services (each, an "Account"). This Agreement sets forth the terms and conditions under which TD Private Client Wealth LLC ("TDPCW" or "we"), an investment adviser and broker-dealer registered with the US Securities and Exchange Commission ("SEC") and a member of the Financial Industry Regulatory Authority, Inc. ("FINRA") and the Securities Investor Protection Corporation ("SIPC"), offers the Programs, available through the TD Automated Investing and TD Automated Investing Plus website, mobile application, and/or other digital interfaces as TDPCW may develop and use in connection with the Programs from time to time, including third-party digital interfaces TDPCW does not control, but has authorized for the Programs (together, the "Site").

TDPCW is a wholly owned subsidiary of TD Bank N.A. ("TD Bank"). TDPCW has prepared a TD Automated Investing and TD Automated Investing Form ADV Part 2A Appendix 1: Wrap Fee Program Brochure ("Brochure") that contains a detailed description of the Programs, including the specific digital investment advisory services available, wrap fees and expenses that you will pay, and important information you should consider before opening an Account within the Programs. Please read the TD Automated Investing and TD Automated Investing Plus Brochure at <https://www.td.com/us/en/investing/documents/pdf/TDPCWAutomatedInvestingFormADVPart2A.pdf> or review the Programs' FAQs at https://www.td.com/us/en/investing/documents/pdf/FAQs_AutomatedInvestingAutomatedInvestingPlus.pdf. Additional information about TDPCW may be obtained by visiting <https://adviserinfo.sec.gov/> and <https://brokercheck.finra.org/>.

An unaffiliated clearing broker-dealer (the "Clearing Broker") provides execution and custody services for the Programs. The Clearing Broker also acts as custodian for the assets that you deposit into your Account.

IMPORTANT INFORMATION ABOUT ELECTRONIC DELIVERY CONSENT, AMENDMENTS TO THIS AGREEMENT AND ACCOUNT STATUS

Please read this Agreement carefully and contact TDPCW at 833-981-8324 to ask any questions you may have before entering into this Agreement. Pursuant to the Electronic Delivery Consent, included as Exhibit 1 to this Agreement, clicking that you agree has the same legal effect as signing a paper version of this Agreement. By clicking and submitting your consent to this Agreement, you represent and agree that you have read it carefully and understand its terms and conditions, including the Pre-Dispute Arbitration Clause located at Section 9 and the Electronic Delivery Consent as Exhibit 1.

You acknowledge that this Agreement may be amended from time to time, that TDPCW will notify you of

amended Agreements and that amended Agreements will be posted on the Site. You agree to check the Site for new versions of this Agreement and other agreements relating to your participation in the Programs. You agree that, by keeping your Account or using services provided as part of the Programs without objecting in writing after TDPCW posts a new version of an Agreement on the Site, you will be deemed to agree to and accept all terms and conditions of any amended Agreement, including any new or changed terms or conditions.

You agree and accept that in addition to the investment advisory services provided by TDPCW through the Programs, TDPCW also acts as introducing broker-dealer for Accounts within the Programs pursuant to a separate legal contract by and between you and TDPCW (the "Customer Agreement").

Your Account will be considered opened and active only on your completion of this Agreement and all related agreements, including the Customer Agreement, our completion of all Know Your Customer/AML/CIP review, your funding of the Account at or above the required account minimum and our review, acceptance and approval of this Agreement and each related agreement. We will not begin managing your Account until the foregoing steps have been completed.

Please contact TDPCW by calling the TD Private Client Wealth Service Team at 833-981-8324 to discuss information related to your Account or this Agreement.

You and we agree and acknowledge as follows:

1. Services.

Through the Programs, TDPCW interacts with Clients using a technology platform available through the Site. The Client selects one of several investment goals and then provides information in a risk tolerance questionnaire ("RTQ") that requests information designed to ascertain the Client's risk tolerance for the Account ("Risk Profile"). Based on information the Client provides in the RTQ, TDPCW uses an automated portfolio recommendation methodology to provide the Client with investment advice in the form of (1.) a recommendation to an asset allocation that aligns with the Client's Risk Profile and (2.) a suggested portfolio of mutual funds and/or exchange traded funds ("ETFs") that align with that asset allocation (each, a "TD Strategic Portfolio").

You hereby understand and agree that the Programs: (a) are not a complete investment program; (b) do not account for multiple goals; (c) do not consider outside assets, concentration, debt or other accounts you may have with TDPCW, any of its affiliates, or with any third party in recommending a TD Strategic Portfolio; (d) have limits on asset allocation models, profiles and underlying instruments; (e) are not suitable for all investors; and (f) rely on the information you provide and do not verify the completeness or accuracy of such information in providing investment advice. You understand that any one specific investment goal may differ from your overall financial objectives.

A. Role of TDPCW

By entering into this Agreement, you appoint TDPCW's robo-advisor to act as your investment adviser and agent and, as described later in the section titled "Authority" below, you grant TDPCW's robo-advisor the authority to enter into investment transactions within your Account in accordance with your selected TD Strategic Portfolio and authorize us to enter into relationships on your behalf with certain other entities to provide you with services within the Programs.

B. TD Automated Investing Investment Advisory Services

TD Automated Investing provides you with advisory services and investment solutions through a digital advice platform available on the Site. We use numerical weightings assigned to the responses you provide to the RTQ to determine your Risk Profile, which is based solely on your responses to the RTQ. We then match your Risk Profile to one of TDPCW's corresponding TD Strategic Portfolios.

The Programs will recommend a TD Strategic Portfolio for you based on certain information you provide. Specifically, TDPCW only considers information regarding your risk tolerance and investment time horizon in response to the RTQ in making a recommendation. TDPCW does not consider the entire range of information you provide for purposes of recommending a TD Strategic Portfolio. You are not required to use the recommended TD Strategic Portfolio and may, at the time you receive a recommended TD Strategic Portfolio, select either of the TD Strategic Portfolios adjacent to the recommended TD Strategic Portfolio on the risk spectrum of TD Strategic Portfolios for your Account.

If you choose a TD Strategic Portfolio other than the recommended TD Strategic Portfolio, you acknowledge and agree, without limiting any other provision of this Agreement, that:

- You assume the risk that your selected TD Strategic Portfolio may perform worse for you over any time period than the recommended TD Strategic Portfolio or any other investment;
- Your selected TD Strategic Portfolio may not be suitable based on your risk tolerance, investment time horizon, your investment objectives, financial condition, or other facts or circumstances that apply to you; and
- Neither TDPCW nor its affiliates shall be liable for any losses or other damages resulting from your choice of a selected TD Strategic Portfolio.

The selection and relative weighting of the mutual funds and ETFs in each of the TD Strategic Portfolios has been designed to pursue specific investment objectives, including diversification. You will not be able to change the mutual funds and ETFs underlying a TD Strategic Portfolio, except by imposing an investment restriction on the management of your Account, provided TDPCW has determined in its sole discretion that such restriction is reasonable. Removing any mutual fund or ETF from any of the TD Strategic Portfolios will change the investment characteristics of the TD Strategic Portfolio and may adversely impact performance.

By signing this Agreement, you confirm your agreement to invest in your selected TD Strategic Portfolio and grant us the authority to implement your selected TD Strategic Portfolio on a discretionary basis. Your Account will be rebalanced from time to time as described in the TD Automated Investing and TD Automated Investing Plus Brochure. TDPCW will monitor your portfolio for rebalancing in accordance with the parameters of the selected TD Strategic Portfolio. TDPCW will not continuously monitor your Account to determine if the selected TD Strategic Portfolio continues to be suitable for your circumstances. You are responsible for completing a new RTQ if your circumstances change, or, for any reason, you wish to switch to a different TD Strategic Portfolio. You may request to complete a new RTQ by calling the TD Private Client Wealth Service Team at 833-981-8324 or notifying us.

TDPCW will be responsible for selecting funds and/or ETFs for each TD Strategic Portfolio, and TDPCW will have the discretion to remove, add, or change funds (or other investment products) within the Programs and within each TD Strategic Portfolio in its sole discretion. TDPCW may add, change or remove investment advisory services within the Programs from time to time and will inform you when such changes are made, when applicable.

C. TD Automated Investing Plus Investment Advisory Services

TD Automated Investing Plus includes all of the services offered through TD Automated Investing discussed in Section 1.B above. You also have access to the TD Private Client Wealth Service Team 833-981-8324 who can connect you to a team of personal financial advisors (each a "PFA") to answer questions about your TD Automated Investing Plus Account, provide goal-based advice and, at your request, prepare a more comprehensive client profile that takes into account additional client assets, additional financial objectives and a household risk tolerance that goes beyond the scope of the TD Automated Investing services and will result in a personalized financial plan. Such additional information, will not, however, be considered in recommending a TD Strategic Portfolio for your Account.

D. TD Strategic Portfolios

TD Strategic Portfolios are designed and managed by TDPCW's portfolio management professionals. By choosing a TD Strategic Portfolio, you authorize us to implement the TD Strategic Portfolio you have selected for your Account. TDPCW's portfolio management professionals, through the Programs, have designed multiple TD Strategic Portfolios consisting of mutual funds and /or ETFs that are matched to your Risk Profile as recommended by us in direct response to your RTQ. We generally recommend the same or a similar TD Strategic Portfolio to other clients who have provided responses similar to your responses.

Although TDPCW will make a recommendation as to an appropriate TD Strategic Portfolio, you understand and agree that the decision as to which TD Strategic Portfolio you ultimately invest in is solely your decision. Specifically, if you opt to invest in a TD Strategic Portfolio other than the portfolio recommended by TDPCW, you do so at your own discretion. TDPCW will remain responsible for ensuring your Account is managed in accordance with your selected TD Strategic Portfolio.

E. Client Information

Our investment recommendations are based solely on, and are limited to, the risk tolerance information in the RTQ you provide to us for the Account. If there is more than one account holder, the information you provide to us should reflect the views and circumstances of all owners on the Account. We will not independently verify the information you provide. Our management of your Account is based on the information you have provided to us for your Account, and is limited to: (1) your responses to the RTQ, which include questions on risk tolerance and investment time horizon; (2) the TD Strategic Portfolio you select; (3) other applicable factors such as the type of Account you establish; and (4) any Account investment restriction that you request and we accept as reasonable.

You further acknowledge and agree that TDPCW shares some or all of your information with the Clearing Broker and that, subject to the terms and conditions of the Customer Agreement, the Clearing Broker relies on such information to perform certain compliance functions including verifying your identity for customer identification and anti-money laundering purposes and confirming that firms like TDPCW and the Clearing Broker are permitted to provide you with services under applicable United States economic sanctions.

You represent and warrant to TDPCW that all information you supply is true, accurate, complete, and current and that you are not providing any information for the purpose of impersonating another person or otherwise misrepresenting your identity to TDPCW.

You acknowledge and agree that if you have experienced a change to your financial situation, investment goals, time horizon, and/or willingness or ability to tolerate risk, or for other reasons, you must immediately notify us. You agree to promptly update the TD Private Client Wealth Service Team 833-981-8324 as soon as any information you provided TDPCW that is no longer accurate.

In the event of your incapacity or incompetency, you agree that your agent under a valid power of attorney or your guardian will give TDPCW written notice of your incapacity or incompetency and that your estate will give TDPCW written notice of your death. If your Account is a joint account with two or more owners, each person indicated in the title to the Account who enters into this Agreement (referred to below as a "joint owner") agrees to give written notice to TDPCW in the event of bankruptcy, insolvency, incompetency, or death of any other joint owner.

TDPCW may, before or after receiving notice of any of the conditions described in the preceding paragraph, commence any proceedings, require any documents, instruct the Clearing Broker to retain any portion of, or restrict transactions in, your Account, or demand immediate repayment of any amounts owed to TDPCW, as it deems advisable in its discretion to protect itself against any potential tax, liability, penalty, expense, or loss. The person subject to the condition and the remaining joint owners, as well as the estate of any deceased joint owner and each surviving joint owner will be liable, jointly and severally,

to TDPCW for: (a) any tax, liability, expense, or loss in your Account resulting from the completion of transactions initiated prior to TDPCW's receipt of a written notice of the condition; (b) any tax, liability, expense, or loss incurred in the liquidations of your Account or the adjustment of the interests of the joint owners; and (c) any other obligations owing with respect to your Account.

If your Account is a joint tenants with rights of survivorship account with two or more owners, then any tax, liability, penalty, expense, or loss becoming a lien against or payable out of your Account as the result of any of the conditions described above or through the exercise of any power by a trustee or the representatives of an estate, will be chargeable against the interest of the remaining joint owners or surviving joint owners as well as the interest of the estate and the beneficiaries of the estate.

F. Authority

In each Program, you keep for yourself the authority to select the TD Strategic Portfolio our robo-advisor recommends for your Account, but you grant full investment discretion and trading authority over the Account to TDPCW, provided that such authority will be limited to making investment decisions consistent with the TD Strategic Portfolio you select. TDPCW will have full trading authority over the assets in your Account, limited to making investment decisions consistent with the TD Strategic Portfolio you select, and may invest, reinvest, purchase, sell, exchange, convert and otherwise trade assets without contacting you.

Copies of mutual fund and ETF prospectuses are made available to you by the Clearing Broker, or you may access a mutual fund or ETF prospectus by visiting the mutual fund's or ETF's public website.

G. Electronic Nature of TDPCW's Programs; Consent to Electronic Delivery

By entering into this Agreement, you acknowledge that the Programs' core investment advisory program is digital and if you agree to participate in the Programs you will automatically be enrolled for Electronic Delivery for the receipt of statements, trade confirmations, prospectuses, proxy materials, regulatory documents, account modification documents and other communications in connection with your Account and the Programs. Pursuant to the Electronic Delivery Consent included as Exhibit 1 hereto, you agree that you will sign and accept this Agreement and the Customer Agreement electronically. You further agree that all communications, documents and materials including, but not limited to, this Agreement, the Customer Agreement, account statements, trade confirmations, legal and regulatory notices and documents will be delivered to you by electronic delivery, by posting the information to the Site, through email, or by other electronic means. By entering into this Agreement, you are also agreeing to the terms and conditions of the Electronic Delivery Consent contained in Exhibit 1 to this Agreement.

To facilitate automatic enrollment for Electronic Delivery for the Programs, you agree to provide us with a valid email address and agree to immediately notify us of any changes to your email address. by contacting the TD Private Client Wealth Service Team at 833-981-8324 or updating this information through the Site. **If you do not provide or maintain a valid email address, we reserve the right to terminate this Agreement.**

You may revoke the Electronic Delivery Consent at any time by notifying the TD Private Client Wealth Service Team at 833-981-8324 or in a written instruction signed by all of the account owners. However, you acknowledge that, if at any time while you are a client of the Programs, you do not have access to a device with the necessary hardware and software or you are unwilling to agree to sign electronically or to accept electronic delivery of Program documents and materials, we reserve the right to terminate this Agreement and your participation in the Programs.

Your consent to electronic delivery of all communications related to your Account is effective immediately upon entering into this Agreement.

If an email notification sent to you at your email address of record is returned as undeliverable and we are unable to obtain a valid email address, you will be deemed to have revoked your consent to electronic delivery. You agree that any revocation of consent to electronic delivery will not affect the legal

effectiveness, validity or enforceability of any previous electronic delivery. However, if you revoke this consent to electronic delivery, or if you are deemed to have revoked your consent because your email address is not valid, we reserve the right to terminate this Agreement and your participation in the Programs.

H. Proxy Voting

You retain the right to vote proxies for securities held in your Account. The Clearing Broker or the Clearing Broker's delegee will promptly send you proxy ballots and related shareholder communications, as well as any other information intended for distribution to you. You are responsible for taking any actions or instructing the Clearing Broker to take these actions. We will not act on your behalf or render any advice in connection with the foregoing.

Clients maintain exclusive responsibility for making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other type events pertaining to the client's investment assets.

I. Reasonable Investment Restrictions

You may request that TDPCW impose one or more reasonable restrictions on the investments held within your Account relating to a specific constituent mutual fund or ETF that may be or become part of the TD Strategic Portfolio. Restrictions that you impose may have an impact on your investment performance, asset diversification, and the achievement of your investment goals and objectives. The imposition of one or more restrictions also may cause your Account performance to vary from that of other accounts managed pursuant to the same strategy.

If, in our sole discretion, we determine a restriction to be reasonable, we will have discretion to redirect, consistent with the TD Strategic Portfolio, the portion of your assets aligned to the restricted constituent fund across the other investments in the Account (on a pro rata basis), to select a substitute security, or hold it in cash.

If a restriction is considered or becomes unreasonable (as determined by TDPCW in our sole discretion), you will be required to modify or rescind the restriction to continue to be a client of the Programs.

You will not be able to place reasonable investment restrictions on the underlying investments in any funds within your Account.

TDPCW will not accept directions regarding specific securities to purchase in an Account. Reasonable restrictions will be limited to client direction regarding securities the client does not wish to invest in, assuming the restriction is determined to be reasonable.

If you do not wish to invest in mutual funds and/or ETFs, you should consider whether the Programs are suitable investment programs for you.

2. Operation of Your Account; Implementing Advice.

A. Funding Your Account

You may initially fund your Account or make subsequent contributions by depositing cash into your Account. TDPCW will not accept any deposit of securities into your Account for funding purposes or for additional subsequent contributions. In order to transfer investments in a Traditional IRA or Roth IRA at another financial services firm to a Traditional IRA or Roth IRA account at TD Automated Investing or TD Automated Investing Plus, you must first liquidate your Traditional IRA or Roth IRA to cash and then direct the transfer of the cash to the new TD Automated Investing or TD Automated Investing Plus Traditional IRA or TD Automated Investing Plus Traditional IRA or TD Automated Investing Plus Roth IRA. To initiate the transfer of cash from your existing IRA to the new TD Automated Investing or TD Automated Investing Plus IRA, you must contact the TD Private Client Wealth Service Team at 833-981-8324 and request, complete and deliver to TDPCW a signed and dated IRA Transfer Form. You understand that Pershing LLC is the IRA Custodian for Traditional IRA and Roth IRA Accounts that you open with TDPCW through the TD Automated Investing and TD Automated Investing Plus offering. If your Account is an IRA, you understand that you will receive a separate Pershing LLC Traditional IRA or

Roth IRA Custodial Account Agreement and a Pershing Traditional IRA or Roth IRA Application. Traditional IRA and Roth IRA accounts are subject to IRS contribution limits.

B. Withdrawing Funds from Your Account

If your Account is an IRA, you may not make a withdrawal request, including a request to satisfy a Required Minimum Distribution ("RMD") through the Site. If your Account is an IRA, you must request a withdrawal, including an RMD, by contacting the TD Private Client Wealth Service Team at 833-981-8324 and completing, signing and delivering to TDPCW a signed and dated IRA Transfer Form.

We will attempt to process all withdrawal and RMD requests in a prompt manner considering other actions and transactions that may be in process for your Account at the time of your withdrawal request or RMD request, including changes in the TD Strategic Portfolio, rebalancing transactions and other trading activity pending at the time. If your account is an IRA, withdrawals and RMDs will occur in accordance with the completed, signed and dated IRA Transfer Form and your IRA Custodial Agreement.

If your withdrawal request requires the liquidation of any securities, you acknowledge and agree that it may take up to 10 business days or longer to process. For the purposes of this Agreement, "business day" means any weekday (Monday through Friday) that is not a federal public holiday (generally any day the financial markets are open for trading is considered a business day). Frequent withdrawals may affect the performance, asset allocation and achievement of your investment goal for your Account.

You agree that, by requesting a withdrawal you authorize TDPCW to place an order with the Clearing Broker on your behalf to sell any securities in your Account in amounts calculated by us such that the resulting holdings in your Account after settlement of such sales will approximate your TD Strategic Portfolio. You agree that, by requesting a withdrawal, you authorize us to request that the Clearing Broker transfer the proceeds of the applicable sales in the amount you request (or less, after any applicable fees are deducted) to your specified account.

You understand and agree that there could be tax consequences associated with such withdrawals and have independently consulted your own tax advisors regarding such implications. You are not relying on TDPCW for any advice about the tax implications related to your Account.

If your Account falls below the Account minimum (discussed in Section 8. A below) due to a withdrawal, TDPCW will notify you promptly that you must re-invest funds to meet the minimum. If you do not complete this request within the time period specified in such notice, your Account will be closed. You will continue to pay the wrap fee for advisory, brokerage, and custody services provided to your Account (the "Wrap Fee," as further described below) on the balance in your account until your Account has been closed. There may be other fees associated with the closing your account.

C. Custodial and Execution Services

Custodial services are provided by the Clearing Broker, a qualified custodian. The current Clearing Broker is Pershing LLC. TDPCW, in its sole discretion, may remove or replace the Clearing Broker at any time. In addition to the Clearing Broker, TDPCW and the Clearing Broker may, in their sole discretion, engage affiliates or third parties to provide certain services within the Programs.

You are required to establish and maintain a brokerage account at TDPCW (as introducing broker) by accepting the terms and conditions of the Customer Agreement. Your Wrap Fee generally covers the custody of your assets and the execution of securities transactions in your Account (except as otherwise indicated). These brokerage services, including any cash sweep arrangements, are more fully described in that Customer Agreement and other account documentation.

You authorize and direct that all transactions in your Account be executed by or through the Clearing Broker, acting as agent or, to the extent permitted by law, as principal. Clients do not pay commissions to TDPCW or the Clearing Broker when the Clearing Broker executes a client trade order.

Unless otherwise provided herein, all transactions for your Advisory Account will be introduced by TDPCW, in its capacity as introducing broker-dealer, and executed through the Clearing Broker, which will clear and

settle such transactions. You acknowledge and agree that by participating in the Programs you have chosen to direct TDPCW to execute transactions in your Account through the Clearing Broker. You acknowledge and agree that you are giving direction to use the Clearing Broker even if execution by a different broker-dealer would result in lower prices or transaction costs or otherwise offer more favorable execution.

In giving the foregoing brokerage direction, and notwithstanding the potential disadvantages described above, you acknowledge and agree that TDPCW will execute all trades through the Clearing Broker. Further, you acknowledge and agree that TDPCW may, in its sole discretion, at any time and for any reason, choose to execute trades through a broker other than the Clearing Broker. You understand this process could result in additional transaction costs for you.

D. Principal Transactions

If permitted by law, and subject to your consent as described in the TD Automated Investing and TD Automated Investing Plus Brochure, we or our affiliates may execute transactions for your Account on a principal basis (that is, when we or our affiliate sell a security to you, or buy a security from you, from or for our own account). Principal transactions may give you access to investment opportunities or trade executions that might not otherwise be available to you. Principal transactions generally may not be effected for a retirement account.

E. Investment Adviser Cross Transactions

From time to time, and where permissible under applicable law, we or our affiliate may cause your Account to engage in a transaction for the purchase or sale of a security with another investment advisory client, in accordance with applicable law. Such a transaction would be entered into only when the transaction is determined to be in the best interest of each client, and no compensation would be received in connection with the transaction.

F. Agency Cross Transactions

You give us permission to engage in agency cross transactions for your Account, except where prohibited by law. You may revoke your consent at any time by notifying us in writing. An agency cross transaction occurs when we or our affiliate acts as agent for both buyer and seller in a transaction for your Account.

Since these entities generally will receive compensation from each party to an agency cross transaction, there is a conflict between our responsibilities and loyalties to you and to the other party to the transaction.

G. Aggregation of Orders

We may, but are not required to, aggregate orders for the sale or purchase of securities for your Account with orders for the same security for our other clients, proprietary accounts, or the accounts of our employees and/or related persons. Each Account participating in an aggregated transaction will be charged or credited with the average price and, when applicable, its pro rata share of any fees.

H. Corporate Actions; Legal Proceedings

We will not respond to corporate actions for the securities in the Account. We will not advise you or act on your behalf regarding any legal matters (e.g., bankruptcies and class action lawsuits). The Clearing Broker will send you any documents regarding these matters. You agree that we will not be responsible or liable for failing to notify you of any of the aforementioned rights or actions.

I. Our Fiduciary Responsibilities; Standard of Care

TDPCW has certain fiduciary responsibilities to you under the Investment Advisers Act of 1940, as amended ("Advisers Act") for the Account subject to terms of our relationship outlined in this Agreement. If your Account is an IRA, we will also be a fiduciary under the Code with respect to our discretionary management of your IRA and any investment advice or investment recommendations that we provide to you for your IRA.

3. Communicating with Each Other.

If you are a client of the Programs, you agree and understand that you and we will interact and communicate with each other primarily through an electronic means such as the Site or electronic mail. You and we may also communicate with each other via other means such as telephone, mail, or other digital interfaces. We will periodically communicate electronically with you about your Account. You should carefully review all agreements, communications, summaries, statements, confirmations, reports and other information and promptly report any discrepancies to us by contacting the TD Private Client Wealth Service Team at 833-981-8324.

TD Automated Investing Plus includes all of the services offered through TD Automated Investing discussed in Section 1.B above. You have access to the TD Private Client Wealth Service Team at 833-981-8324 who can connect you to a team of PFAs to answer questions about your TD Automated Investing Plus Account, provide goal-based advice and, at your request, prepare a more comprehensive client profile that takes into account additional client assets, additional financial objectives and a household risk tolerance that goes beyond the scope of TD Automated Investing Investment Advisory services and will result in a personalized financial plan. Such additional information, will not, however, be considered in recommending a TD Strategic Portfolio for your Account.

A. Communications About Your Account

The primary way TDPCW communicates the important terms, conditions and information about your Account is through the Site and through email. You will receive an initial letter and a welcome package after you are accepted as a client. If you change your email, you must notify the TD Private Client Wealth Service Team at 833-981-8324 immediately of this change and provide a new email address. If TDPCW does not have a valid email address, it will terminate your account.

B. Statements and Periodic Reports We Prepare for You

You will receive Account statements monthly and trade confirmations when a trade occurs in your account from the Custodian through the Site. If you do not object to these statements and confirmations within 30 calendar days, they will be presumed accurate.

The Custodian will provide performance information that will be available to you through the Site to help you monitor and assess the performance of your Account and TD Strategic Portfolio you select.

C. Information about You

On an ongoing basis, you agree to provide us with accurate information about your assets, investment goal, risk tolerance, investment time horizon, financial situation and needs, and other investment information. We will remind you to provide us with current and accurate account information on a quarterly basis and will send you an Annual Review communication.

You represent that all information you provide to us, including, but not limited to the profiling process or otherwise in connection with the Programs is current, accurate and complete. We will rely upon this information to provide investment advice and in managing your Account assets. It is your responsibility to notify us promptly of any updates to such information. Contact the TD Private Client Wealth Service Team at 833-981-8324 to update your account information or to request a new RTQ.

D. Providing Instructions to Us

TDPCW's robo-advisor will have full investment discretion and trading authority over the TD Strategic Portfolio you select for your Account. You will generally be able to provide us with administrative instructions regarding your Account by contacting the TD Private Client Wealth Service Team at 833-981-8324. You authorize us to follow your verbal, electronic or written instructions. Notwithstanding the foregoing, TDPCW will not accept instructions from clients as to particular securities or investments to be purchased in an Account.

We will implement your instructions as soon as reasonably possible after receipt of your instructions. You will carefully review any confirming materials we send to you to ensure that the information reflected is accurate, and you will update your information by contacting us promptly if you believe any of the

information is, or has become, inaccurate.

E. Annual Review

We will send you an annual review communication annually on or about the time of your annual account opening anniversary. The annual review communication will include a reminder for you to update any personal information that has changed and also will request any updates to the information you provided in response to the RTQ. You agree to notify us promptly of any change in the information you previously provided and/or if your circumstances change and your profile needs updating.

You understand TDPCW's advice is based solely on the information you provide and TDPCW will not use other sources to verify this information, including information about any other accounts you have with TDPCW or with other financial institutions.

4. Wrap Fees and Expenses.

A. TD Automated Investing Wrap Fee and Expenses

TD Automated Investing clients pay an annual asset-based Wrap Fee to TDPCW for participating in the TD Automated Investing program (subject to any applicable discounts, promotions or adjustments). The Wrap Fee is a single (or "wrap" or "bundled") fee that covers the investment advisory, custodial, brokerage, and IRA establishment and maintenance services provided. Please see additional information about "What Is Not Covered by Your TD Automated Investing Wrap Fee" in the following subsection.

TD Automated Investing clients pay a wrap fee of 0.30% per annum ("TD Automated Investing Wrap Fee") based on the daily average balance of the assets in the Account, including any cash balances. A minimum annual Wrap Fee of \$15.00 is required for TD Automated Investing account balances of between \$1,000 to \$5,000. You understand and agree that TDPCW reserves the right to change the cash allocation in our sole discretion and without advance notice to you.

Your TD Automated Investing Wrap Fee is payable quarterly in arrears, and generally will be calculated based on the daily average balance of the assets in your Account, including any uninvested cash held directly in the Account or held through the TD Wealth Cash Sweep Program. The TD Automated Investing Wrap Fee is subject to change from time to time, upon notice to you. There is also additional information included in the TD Automated Investing and TD Automated Investing Plus Brochure about the Wrap Fee, how your Account assets are valued, and how your fees are calculated and charged to your Account. In certain instances, and in our discretion, we may waive or reduce your TD Automated Investing Wrap Fee or offer a promotional fee.

The amount of the TD Automated Investing Wrap Fee deducted from your Account may vary based on the daily average balance of the assets in your Account, including any uninvested cash held in your Account or through the TD Wealth Cash Sweep Program or as you may otherwise agree with TDPCW, but the TD Automated Investing Wrap Fee rate generally will not change.

B. What is Covered by Your TD Automated Investing Wrap Fee

Your TD Automated Investing Wrap Fee covers the following:

- Investment advisory services.
- Custodial services.
- Brokerage services.
- IRA establishment and maintenance.

C. What Is Not Covered by Your TD Automated Investing Wrap Fee

TDPCW will not charge separate brokerage commissions or transaction fees for trades executed through the Clearing Broker. Additional fees and charges imposed by custodians, brokers and other third parties include, but are not limited to:

- internal fees and expenses in connection with the establishment, administration, maintenance,

or termination of accounts;

- charges imposed by mutual funds and ETFs, including mutual fund redemption fees and/or short-term trading fees;
- brokerage commissions, costs, and/or mark-ups and mark-downs incurred when trades are executed by a broker-dealer other than the Clearing Broker;
- account closing/transfer costs and transfer taxes;
- processing fees or certain other costs or charges that may be imposed by the SEC or third parties (including, among other things, odd-lot differentials, transfer taxes, foreign custody fees, exchange fees, supplemental transaction fees, regulatory fees and other fees or taxes that may be imposed pursuant to law);
- certain non-brokerage-related fees such as retirement account custodian fees and retirement account termination fees;
- electronic fund, wire and other account transfer fees;
- any other charges imposed by law or otherwise as TDPCW and the client agree (including charges payable to TDPCW and/or third parties).

The annual Wrap Fee does not include certain charges and administrative fees, including, but not limited to, fees charged by Independent Managers, transaction charges (excluding mark-ups and mark-downs) resulting from trades effected through or with a broker-dealer other than the custodial broker-dealer, transfer taxes, odd lot differentials, exchange fees, interest charges, and any charges, taxes or other fees mandated by any federal, state or other applicable law or otherwise agreed to with regard to client accounts. Such fees and expenses are in addition to the annual Wrap Fee.

Rebalancing may result in additional trading costs associated with the mutual funds and ETFs that will impact the overall value of your account. Please review the offering materials or prospectuses for the mutual funds and/or ETFs in your portfolio to understand the internal management fees and expenses

D. TD Automated Investing Plus Wrap Fee and Expenses

TD Automated Investing Plus clients pay an annual asset-based Wrap Fee to TDPCW for participating in the TD Automated Investing program (subject to any applicable discounts, promotions or adjustments). The Wrap Fee is a single (or “wrap” or “bundled”) fee that covers the investment advisory, custodial, brokerage, and IRA establishment and maintenance services provided. Please see additional information about “What Is Not Covered by Your TD Automated Investing Wrap Fee” in the following subsection.

TD Automated Investing Plus clients pay a wrap fee of 0.60% per annum (“TD Automated Investing Plus Wrap Fees”) based on the daily average balance of the assets in your TD Strategic Portfolio and any cash balances. A minimum annual fee of \$250.00 is required for TD Automated Investing Plus. Your TD Automated Investing Plus Wrap Fee is payable quarterly in arrears and generally will be calculated based on the daily average balance of the assets in your Account, including any uninvested cash held directly in the Account or held through the TD Wealth Cash Sweep Program. The TD Automated Investing Plus Wrap Fee is subject to change from time to time, upon notice to you. There is also additional information included in the TD Automated Investing and TD Automated Investing Plus Brochure about the Wrap Fee, how your Account assets are valued, and how your fees are calculated and charged to your Account. In certain instances, and in our discretion, we may waive or reduce your TD Automated Investing Wrap Fee or offer a promotional fee.

The amount of the TD Automated Investing Plus Wrap Fee deducted from your Account may vary based on the daily average balance of the assets in your Account, including any uninvested cash held in the Account or through the TD Wealth Cash Sweep Program, or as you may otherwise agree with TDPCW, but the TD Automated Investing Plus Wrap Fee rate generally will not change.

E. What is Covered by Your TD Automated Investing Plus Wrap Fee

Your TD Automated Investing Wrap Fee covers the following:

- Investment advisory services.
- Custodial services.
- Brokerage services.
- IRA establishment and maintenance.
- Access to a team of PFAs who, at your request, will answer questions about your TD Automated Investing Plus Account, discuss your TD Strategic Portfolio, and who will, at your request, work with you to prepare a more comprehensive investment profile and a personalized financial plan for you that includes additional assets, risk tolerance questions, etc. that exceed the limitations of the TD Automated Investing Plus Advisory Services.

F. What Is Not Covered by Your TD Automated Investing Plus Wrap Fee

TDPCW will not charge separate brokerage commissions or transaction fees for trades executed through the Clearing Broker. Additional fees and charges imposed by custodians, brokers and other third parties include, but are not limited to:

- internal fees and expenses in connection with the establishment, administration, maintenance, or termination of accounts;
- charges imposed by mutual funds and ETFs, including mutual fund redemption fees and/or short-term trading fees;
- brokerage commissions, costs, and/or mark-ups and mark-downs incurred when trades are executed by a broker-dealer other than the Clearing Broker;
- account closing/transfer costs and transfer taxes;
- processing fees or certain other costs or charges that may be imposed by the SEC or third parties (including, among other things, odd-lot differentials, transfer taxes, foreign custody fees, exchange fees, supplemental transaction fees, regulatory fees and other fees or taxes that may be imposed pursuant to law);
- certain non-brokerage-related fees such as retirement account custodian fees and retirement account termination fees;
- electronic fund, wire and other account transfer fees;
- any other charges imposed by law or otherwise as TDPCW and the client agree (including charges payable to TDPCW and/or third parties).

The annual Wrap Fee does not include certain charges and administrative fees, including, but not limited to, fees charged by Independent Managers, transaction charges (excluding mark-ups and mark-downs) resulting from trades effected through or with a broker-dealer other than the custodial broker-dealer, transfer taxes, odd lot differentials, exchange fees, interest charges, and any charges, taxes or other fees mandated by any federal, state or other applicable law or otherwise agreed to with regard to client accounts. Such fees and expenses are in addition to the annual Wrap Fee.

Rebalancing may result in additional trading costs associated with the mutual funds and ETFs that will impact the overall value of your account. Please review the offering materials or prospectuses for the mutual funds and/or ETFs in your portfolio to understand the internal management fees and expenses.

G. Payment of Your Wrap Fee

You will be responsible for paying the full amount of your Wrap Fee.

You agree that:

- Unless otherwise agreed to by you and us, your Wrap Fee (and any other fees or expenses payable by you under this Agreement) will be deducted directly from your Account.
- We are authorized to deduct your Wrap Fee from the assets held in your Account, to the extent permitted by law.
- You authorize us, as necessary, to instruct the Clearing Broker to sell any mutual fund or ETF shares in your Account necessary to pay the Wrap Fee (and any other fees or expenses payable by you under this Agreement).
- You will make timely payment of all amounts due to us under this Agreement.
- Unless the Account is an IRA, all assets in your Account will be subject to a lien for the discharge of your obligation to make timely payment to us of your Wrap Fee to the extent permitted by law (and any other fees or expenses payable by you under this Agreement), and you authorize us to sell assets in your Account to satisfy this lien.

5. TD Strategic Portfolio Composition

A. Funds

TD Strategic Portfolios will generally consist of ETFs and/or mutual funds. As a shareholder in an ETF and/or mutual fund in the TD Strategic Portfolio you select, you will bear a proportionate share of the ETF's and/or mutual fund's expenses, including its management fees and Rule 12b-1 fees, if applicable. In certain cases, these fees are payable to TDPCW. We also receive compensation from some fund sponsors for our distribution, marketing services, index licensing fees and other support. We will not receive compensation for distribution, marketing services and other support for funds in retirement accounts. Please see the prospectus or other disclosure document for a description of the ETF's and/or mutual fund's fees and expenses. When a TD Strategic Portfolio includes one or more mutual funds, we will seek to ensure that the share class selected is the lowest cost class available to you. If a share class's expenses or eligibility requirements change, and you no longer own the lowest cost share class, we will endeavor to move you to the lowest share class available to you. You understand and agree that TDPCW may not be able to move funds held in your Account to the lowest cost share class available immediately, or at all.

Conflicts of interest are present when you invest in ETFs or mutual funds that pay fees to us, or ETFs or mutual funds for which we receive compensation for distribution, marketing services and other support. These conflicts are addressed as described in the TD Automated Investing and TD Automated Investing Plus Brochure.

B. Cash Allocation

You will be automatically enrolled in the TD Wealth Cash Sweep Program at the time your Account is opened to deposit ("sweep") uninvested cash into an account at TD Bank or TD Bank USA, N.A. as described in detail in the Customer Agreement and the TD Automated Investing and TD Automated Investing Plus Brochure. You may also exercise the option to not participate in the TD Wealth Cash Sweep Program by calling the TD Private Client Wealth Service Team at 833-981-8324.

In the TD Wealth Cash Sweep Program, uninvested cash will be deposited into an FDIC insured depository account at our affiliated banks, TD Bank or TD Bank USA, N.A. ("Bank Deposit Product"). You acknowledge and agree that we will charge the Wrap Fee on the Bank Deposit Product cash balance held in your Account. You understand that this means TDPCW is collecting two sets of fees on the cash held in the Bank Deposit Product. If the Account is an IRA, deposits in Bank Deposit Product will bear a reasonable rate of interest as required by 29 C.F.R. Section 2550.408b-4(b)(2). Your election to participate in the TD Wealth Cash Sweep Program shall constitute your authorization of such deposits and acknowledgment of the benefits that we and our affiliated banks derive from the arrangement.

In accordance with the Customer Agreement, you may also select the no-sweep option for cash balances

in your Account. With the no-sweep option, your cash balances will remain in your Account until they are needed to satisfy any debits (due to securities purchases or other transactions) in your Account and will not earn interest or dividends. You should understand that we will continue to charge the Wrap Fee on the cash held in your Account even though you are not earning any interest or dividends on the cash, and that creates a conflict between you and us.

Conflicts of interest are present when cash balances in your Account are swept in accordance with the TD Wealth Cash Sweep Program because we and TD Bank USA and TD Bank receive compensation and benefits from the TD Wealth Cash Sweep Program. Please see the Customer Agreement and the TD Automated Investing and TD Automated Investing Plus Brochure for additional information regarding the allocation to cash, cash balances and the TD Wealth Cash Sweep Program, and related conflicts of interest.

6. Discretion to Transfer TD Automated Investing Plus Accounts to TD Automated Investing

TDPCW may exercise, in its sole discretion, the authority to transfer a TD Automated Investing Plus Account to a TD Automated Investing Account if TDPCW determines that the TD Automated Investing Plus client has not utilized the TD Automated Investing Plus services as described in TD Automated Investment Plus sections of this Agreement. If a TD Automated Investing Plus client does not utilize the TD Automated Investing Plus services twelve (12) months after TDPCW begins management of the TD Automated Investing Plus account, TDPCW will deliver an initial written notice to the TD Automated Investing Plus client. The TD Automated Investing Plus client may elect to remain in a TD Automated Investing Plus account or may elect to transfer to a TD Automated Investing account. If the TD Automated Investing Plus client does not respond to the initial notice or utilize the TD Automated Investing Plus services, TDPCW will send the client a second written notice. If the TD Automated Investing Plus client does not respond to the second notice within a reasonable period of time as determined by TDPCW, TDPCW will transfer the TD Automated Investing Plus client to a TD Automated Investing account. Subsequently, a transferred client may call the TD Private Client Service Team at 833-981-8324 to direct TDPCW to transfer the TD Automated Investing account to a TD Automated Investing Plus account.

7. Terminating this Agreement.

At any time, TDPCW may terminate this Agreement, with written notice to you, which becomes effective when received, for any reason or no reason at all. With prior notice to you, TDPCW may close the Account and terminate the Agreement if you do not fund your Account 60 calendar days after receiving notice that your Account has been opened. With prior notice to you, TDPCW may close the Account and terminate the Agreement if you withdraw assets from an Account and the Account does not meet the minimum account balance for your TD Automated Investing or TD Automated Investing Plus account and you do not add additional assets to your Account to meet the required minimum balances within the time period provided in the notice. Without prior notice to you, TDPCW may close the Account and terminate this Agreement, if the Account remains inactive and has no assets or balances owing in the Account for a period of at least 24 months. There may be other fees associated with closing your accounts.

At any time, you may terminate this Agreement by contacting the TD Private Client Wealth Service Team at 833-981-8324. All termination requests made by the client by phone will be verified electronically using the Client's email of record. The termination of this Agreement will terminate the Account and all other Agreements you have entered into with TDPCW for your Account. You will continue to be responsible for Wrap Fees and other costs and expenses until we receive notice that you have closed your Account. There may be other fees associated with closing your accounts.

This Agreement will be terminated when we receive notice that you have become disabled or incompetent. Upon notice to us of your death, this Agreement shall terminate immediately; if your Account has multiple owners, this Agreement will not terminate unless we receive notice of the death of all owners. If you have an IRA Account, in the event of your death, your IRA Account will be governed solely by the terms of your IRA custodial agreement.

If either TDPCW or you terminate this Agreement, the Clearing Broker will, before closing your Account, settle any purchases or sales pending when TDPCW sends or receives a request to close your Account. Further, if either party terminates this Agreement, we and/or the Clearing Broker will, before closing your Account, deduct any unpaid fees, including those owed for ancillary services, including paper delivery of documents, transfer of fund shares, or physical delivery of fund shares. There may be other fees associated with the closing your account.

Upon termination of your Account, you will have 30 business days to provide written instructions to us with regard to the transfer of the funds and securities in your Account to another financial institution. If we do not receive written instructions from you regarding such a transfer within 30 business days, we will liquidate the securities in your Account. As a result, you may incur redemption or liquidation fees and expenses, and you may have tax consequences. Neither we nor the Clearing Broker are responsible for market fluctuations in your Account from the time of written termination notice until the time we either (i) receive timely instructions regarding the transfer of the funds and securities in your Account to another financial institution, or (ii) the liquidation of the securities in your Account is complete. All efforts will be made to process sales in an efficient and timely manner. When all your securities are sold, your funds will be transferred to your bank account of record, or returned to you via physical check sent by mail.

Where applicable, we will generally begin to sell or redeem these funds and securities as soon as practicable. For certain TD Strategic Portfolios or securities held therein, the process may take longer. Additionally, a pro rata adjustment to your fees for the remainder of the billing period will be made, which may either result in a refund or require you to pay us any remaining fees due for the partial billing period. Any such fees owed will be deducted from your Account or invoiced, if necessary.

Termination of your Account will be effective upon notification to you of the termination of your Account, following the transfer or sale of such funds and other securities, and the completion of other processes that may be required to terminate the Account.

You can terminate this Agreement and your enrollment in a Program by notifying TD Private Client Wealth Service Team at 833-981-8324. Your Account will not be considered terminated until all steps of the termination process have been completed.

8. Additional Contractual Matters.

A. Minimum Account Balances

To participate in the TD Automated Investing Program, the initial amount that must be contributed to the Account is \$1,000.00. To participate in the TD Automated Investing Plus Program, the initial amount that must be contributed to the Account is \$25,000.00. After initial funding, if an Account's balance falls below \$900 for TD Automated Investing or \$15,000 for TD Automated Investing Plus, the Account may not buy or sell securities in the same proportion for its selected TD Strategic Portfolio as Accounts that meet the minimum account size. For example, TDPCW will be unable to execute certain small trades for the Account, because they would result in the Account holding less than a full share. With prior notice to you, TDPCW may close the Account and terminate the Agreement if you withdraw assets from an Account and the Account does not meet the minimum account balance for your TD Automated Investing or TD Automated Investing Plus account and you do not add additional assets to your Account to meet the required minimum balances within the time period provided in the notice. There may be other fees associated with closing your account.

B. Changes to This Agreement

We may amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions, by notice to you in advance of the effective date of the amendment. As discussed in the Preamble of this Agreement, such notice will be made through an electronic communication to you. Your continued acceptance of advisory services as described in this Agreement, without objecting after TDPCW posts a new version of an Agreement on the Site, will be deemed consent to the amendment.

C. Non-Assignability

This Agreement may not be assigned (as that term is interpreted by the Advisers Act) by us without your

consent, **which may be obtained through “negative consent” to the extent permitted by applicable law.** Negative consent involves us sending you notice of the proposed assignment.

Your continued acceptance of services under this Agreement after the date specified in the notice will be deemed your consent to the assignment and services will continue to be provided to you under the terms and conditions of this Client Agreement. Consent will not be required in the case of an internal reorganization or transaction that does not result in a change of our actual control or management as it will not be deemed an assignment pursuant to Rule 202(a)(1) of the Advisers Act. You may not assign this Agreement without our prior written consent.

D. Severability and Survival of this Agreement

This Agreement, together with the Customer Agreement and, if applicable, the IRA custodial agreement, represents the entire understanding between you and us with regard to the matters specified in this Agreement. If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement. This Agreement may be signed in counterparts that, when taken together, will constitute one document. The following sections will survive the termination of this Agreement: 4. Your Wrap Fee and Expenses; 7. Terminating this Agreement; 8. Additional Contractual Matters; 9. Pre-Dispute Arbitration; and 10. Your Acknowledgements and Representations.

If any provision of any of this Agreement or other agreement related to your Account is held unenforceable or invalid under any law, rule, or administrative or judicial order or decision, that holding shall not alter the enforceability or validity of this Agreement's remaining provisions. Without limiting the foregoing, if any portion of the Pre-Dispute Arbitration Clause set forth in Section 9 is invalidated, such invalidation shall not invalidate the remaining portions of the arbitration provision.

E. Geographic Scope

You acknowledge that the services provided within the Programs are intended for natural persons who are citizens or other lawful residents of the United States and who are located in the United States, and that neither TDPCW nor its affiliates intend to offer the services, any securities, or any other products or services outside of the United States. You acknowledge that TDPCW and its affiliates do not offer the services to non-U.S. residents subject to tax withholding. We do not represent or warrant that any aspect of the services within the Programs comply with any law or regulation of any jurisdiction outside of the United States. You represent and warrant that you are a lawful resident of and located in the United States and that you have been lawfully issued by the government of the United States the social security number or tax identification number you provided to TDPCW when applying for your Account.

F. Governing Law

This Agreement is made and will be interpreted under the laws of the State of New York (without regard to its choice of law principles). This Agreement will remain in full force and effect unless revoked or terminated by you or your authorized representative in accordance with the terms of this Agreement, and will be binding on your heirs, executors, administrators and permitted assigns.

G. Notices

We will provide electronic delivery of correspondence and notices to you through the Site or electronically at the email address you provided to us for your Account.

You should direct all notices and correspondence for your Account and related matters covered by this Agreement to the TD Private Client Wealth Service Team at 833-981-8324.

H. Confidentiality and Privacy

We will treat information you provide to us confidentially, by not disclosing to persons unaffiliated with us without your consent, except (i) as necessary to assist us in providing the services under this Agreement, (ii) in connection with an audit or regulatory examination by federal or state regulators, or (iii) as may otherwise be legally required or authorized. We will handle your personal information in accordance with our company's privacy policy, to the extent it applies. You understand and agree that you are solely responsible for user activity that occurs in your Account and the information you have provided us, and

you are responsible for maintaining the security and confidentiality of your Account access information. TD Bank's Privacy Policy is available at <https://www.td.com/us/en/personal-banking/privacy/>. The California Privacy Policy is available at <https://www.td.com/us/en/personal-banking/privacy/california>. You further agree it is your responsibility to notify us promptly if you believe your Account has been accessed in an unauthorized manner or the security and confidentiality of your access information has been compromised.

I. Program Website Data

All TDPCW and TD Automated Investing and TD Automated Investing Plus data and information is protected by copyright and other intellectual property laws and may only be used for personal and noncommercial use consistent with the Programs' policies. If you download any information from the Site for your personal reference, you agree that you will not remove or obscure any copyright or other notices contained in any such information. Except as provided in the preceding sentence, you agree not to copy, reproduce, modify, sell, distribute, transmit, display, perform, circulate, transfer, broadcast, create derivative works from, publish, or use for any commercial or unlawful purpose any quotes, news, research, text images, audio, video or other information you receive through the Site. TDPCW may change or discontinue any quotes, news, research or other information at any time provided within the Site.

J. Limitation of Our Liability

Federal and state securities laws may impose liability or allow for legal remedies even where TDPCW has acted in good faith. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which you may have under any federal or state securities law.

To the fullest extent permitted by law, you agree to indemnify and hold harmless TDPCW and its respective officers, directors, partners, employees, agents and affiliates from and against any liability, loss, damage, cost or expense, including, without limitation, any judgment, settlement, reasonable attorneys' fees and other costs and expenses incurred in connection with the defense of any actual or threatened action or proceeding (collectively, "Losses"), arising out of any act or omission in the course of, or connected with, TDPCW's performance of this Agreement, except to the extent that such Losses are caused by willful misfeasance, bad faith or gross negligence on the part of TDPCW, or reckless disregard by TDPCW of its obligations and duties under this Agreement.

TDPCW shall not be subject to liability for: (i) any loss arising from TDPCW's adherence to instructions provided by you or TDPCW's reliance on any information you provide in connection with the Programs; or (ii) any act or failure to act by the Clearing Broker or by any other third party.

All actions taken by TDPCW in good faith hereunder, either before or after the death or incapacity of the undersigned, but before receipt by TDPCW of information of such death or incapacity, shall be binding upon you and your legal representatives who shall hold TDPCW harmless from all liability arising from such action so taken.

K. Tax Liability

You are responsible for all tax liabilities, tax consequences and tax return filing obligations arising from all transactions in your Account. You represent that you have sought advice from a qualified tax professional, and are not relying on TDPCW to provide such expertise. We do not offer such advice, or make any tax credit, similar claim or any legal filing on your behalf. The Clearing Broker will make certain required tax documents available to you via the Site.

L. Authorization of Fee Deduction

You authorize and direct TDPCW to instruct the Clearing Broker to sell, as necessary, shares in your Account and to transfer money out of your Account to pay TDPCW the Wrap Fee and, if any, other fees and expenses due under this Agreement. You agree and acknowledge that such fee deduction may trigger rebalancing of your Account, in accordance with TDPCW's rebalancing procedures. Any sales of mutual fund or ETF shares in your Account may result in tax consequences to you. Deducted fees will be reflected in the account statements provided to you by the Clearing Broker.

9. Pre-Dispute Arbitration Clause.

This Agreement contains a pre-dispute arbitration clause. By consenting to this Agreement, you and we agree as follows:

- You and we 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.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- Your ability to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their decision or 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.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- 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.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, are incorporated into this Agreement.
- All controversies that may arise between you and us will be determined by arbitration. Such controversies include, but are not limited to, those involving any transaction in any of your Accounts, or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into or occurring prior to, on or subsequent to the date hereof.

You and we agree that any controversy, claim or dispute concerning any transaction, or concerning this or any other agreement between us, or arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association. Any arbitration award shall be final, and judgment upon the award given may be entered in any court, state or federal, having jurisdiction. You understand that you and we cannot be required to arbitrate any dispute or controversy non-arbitrable under federal law. However, this Pre- Dispute Arbitration Clause does not constitute a waiver of any right provided by the Advisers Act, including the right to choose the forum, whether arbitration or adjudication, in which to seek dispute resolution. In the event of any legal action taken to resolve a dispute between the parties, the prevailing party shall be entitled to recover reasonable legal fees and costs.

10. Your Acknowledgments & Representations.

You have various responsibilities under this Agreement and acknowledge, represent and/or warrant the following:

A. Scope of Agreement

Your investment advisory relationship with us is limited to the advisory services described in this Agreement and TD Automated Investing and TD Automated Investing Plus Brochure and the assets you direct to us in connection with these advisory services, and does not extend to any other arrangements or services that you may have entered into with us or any affiliate of TDPCW.

Unless you and we agree in writing, TDPCW's robo-advisor will not act as an investment adviser for any account that is not subject to this Agreement, including those accounts that may be included in certain other services; any advice that we may provide to you with respect to such accounts will be incidental to the services we provide under your brokerage account agreement.

If you were previously or are currently enrolled in another TDPCW investment advisory program and you open a TD Automated Investing or a TD Automated Investing Plus Account, this Account will be governed by this Agreement only, and not any prior agreements. Preliminary discussions or

recommendations before we enter into this Agreement with you are not intended as investment advice under the Advisers Act, and should not be relied on as such.

B. Power and Authority

You have the full power, unrestricted authority and capacity to enter into this Agreement, you are a natural person over the age of 18, and agree this Agreement constitutes a legal, valid and binding obligation on you. In addition, you are not subject to any legal, contractual or other restrictions or limitations in buying or selling any specific assets from your Account, unless you have disclosed them in writing to us at the address provided in the "Notices" section. You also represent that you are a citizen or other lawful resident of the United States, and you are located in the United States.

C. Freedom from Encumbrances

If the Account is an IRA, all assets held in your IRA are free from any lien, charge or other encumbrance. For Accounts other than IRAs, all assets held in your Account are free from any lien, charge or other encumbrance excluding encumbrances and liens in favor of us or our affiliates. Such assets must remain so, unless you notify us in advance in writing and we agree.

In addition:

- The terms of this Agreement will prevail in the event of any conflict with your collateral arrangements, and you have disclosed the terms of this Agreement to any lender.
- We will not provide advice on or oversee any of your collateral arrangements.
- There are no specific securities in your Account that must be held as collateral to secure your loan.
- Collateralizing your Account may have adverse effects, including, but not limited to, the fact that the lending institution may require additional collateral or liquidation of securities held in your Account to meet a call, as well as related tax consequences. You must promptly notify us of any default or similar event under your collateral arrangements as defined in the respective collateral arrangements.

D. Your Provided Information

The information you have provided to us and any updates you provide thereafter are accurate and complete. If there is more than one account holder, the information you provided to us reflects the views and circumstances of all owners on the Account. You must promptly notify us of any changes to this by contacting the TD Private Client Wealth Service Team at 833-981-8324. TDPCW is requesting only certain types of information specifically for your Account and is not requesting and assessing all of your particular circumstances, such as your tax situation. You understand that the questions and information TDPCW asks directly impacts the services we provide to you under the Programs and that if any of the questions are unclear or if you do not understand why the information is being sought, please review the FAQs on the Site at

[\[https://www.td.com/us/en/investing/documents/pdf/FAQs_AutomatedInvestingAutomatedInvestingPlus.pdf\]](https://www.td.com/us/en/investing/documents/pdf/FAQs_AutomatedInvestingAutomatedInvestingPlus.pdf) or contact the TD Private Client Wealth Service Team at 833-981-8324.

E. Electronic Relationship

You agree you will sign agreements for the Programs' offerings electronically and agree to the automatic enrollment in electronic delivery in accordance with Section 1 of this Agreement and the Electronic Delivery Consent attached as Exhibit 1 to this Agreement and that any devices you use for participation in the Programs' offerings are your sole responsibility. You acknowledge that you have access to a computer, mobile device, tablet or similar device with adequate hardware and software capability to receive access and display any materials sent electronically, including Internet access, a valid email address and a printer or other device to download or store any information you wish to retain. You understand that there may be other costs associated with electronic delivery (such as Internet access fees, phone charges, printing costs, etc.) for which you are solely responsible.

You further represent that you have and will maintain a valid email address during the term of this

Agreement, and you agree to notify us of any change in your email address. You understand and agree that until TDPCW has received and had a reasonable time to act on any notice of a change to your email address, TDPCW may continue to send communications to your previous email address.

F. Online Profiling Process

You understand the Programs seek to determine whether TD Automated Investing or TD Automated Investing Plus is appropriate for you before accessing your Risk Profile and matching your Risk Profile to a TD Strategic Portfolio for your Account. You acknowledge and understand this process may not elicit the same information from you as a face-to-face interview would. You understand your RTQ is completed without the guidance of TDPCW representatives and you are responsible for your responses, which determine your Risk Profile and the recommended TD Strategic Portfolio. You understand and agree you are solely responsible for enrolling in a Program and selecting the TD Strategic Portfolio for your Account, and TDPCW and its employees are not responsible for your decisions. You understand you should carefully consider whether your participation in a Program, and whether the TD Strategic Portfolio you choose, is appropriate for your investment needs and goals.

G. TD Automated Investing and TD Automated Investing Plus Documents

You have received, read and understand this Agreement, the Customer Agreement (brokerage and custody), the TD Automated Investing and TD Automated Investing Plus Application, the TD Automated Investing and TD Automated Investing Plus Brochure, the TDPCW Form CRS and if you open a Traditional IRA or Roth IRA, Pershing LLC's Traditional or Roth IRA Custodial Account Agreement and Tradition or Roth IRA Application, and any similar or related documents, and you understand that your Account and any investments held therein will be subject to the terms and conditions set forth in such materials and documents.

All Account investments are subject to the fees, terms and risks disclosed in their offering materials. The Clearing Broker will provide you with access to prospectuses, or other applicable offering materials, for each investment in your Account, as applicable, and you acknowledge that it is your responsibility to carefully review all prospectuses and offering materials provided. You also acknowledge that you have received a copy of the TD Bank Privacy Policy.

H. Investment Risks

You acknowledge that:

- The services provided under this Agreement, including the suggested TD Strategic Portfolio, are highly reliant on the accuracy of the information you provide. If you provide inaccurate information, this could materially impact the quality and applicability of the advice you receive through the Programs. Further, you understand that the portfolio recommendation methodology uses your answers provided in response to the RTQ (which includes investment time horizon and risk tolerance, but does not consider your investment goal) to determine your Risk Profile which will then be used to formulate a recommendation for a suggested TD Strategic Portfolio. There are many other components of information that are not currently considered by TDPCW in making recommendations. If you believe that there is additional information relating to your investment objectives and financial circumstances that should be considered to inform the investment advice and recommendations the Programs provide, the Program may not be appropriate for you.
- The assessment tools, investment advice and some components of the TD Automated Investing and TD Automated Investing Plus Programs are fully automated and digital.
- Investing in securities involves risk of loss that you should understand and be prepared to bear. Investment performance of any kind can never be predicted or guaranteed and the value of your Account will fluctuate due to market conditions and other factors. Past performance does not guarantee future results. TDPCW does not guarantee any specific level of performance or the success of the suggested TD Strategic Portfolio and there can be no assurance that the account's investment objectives will be achieved.
- Back tested performance of the suggested TD Strategic Portfolio, the selected TD Strategic

Portfolio, or other TD Strategic Portfolios are hypothetical and do not reflect actual investment results. Any hypothetical back-tested returns associated with any TD Strategic Portfolio are based on assumptions and do not reflect actual results of your Account. The performance results were derived from the retroactive application of a model developed within the benefit of hindsight and not with real money at stake. No representation is being made that your Account will or is likely to achieve results similar to those shown. Actual results may differ significantly from the hypothetical returns that are presented.

- Projected returns are hypothetical, do not reflect actual investment results, and are not guarantees of future results. Such projected performance is subject to a number of limitations and assumptions designed to determine the probability or likelihood of a particular investment outcome based on a range of possible outcomes. Performance of the suggested TD Strategic Portfolio, your selected TD Strategic Portfolio, other TD Strategic Portfolios or your Account may differ materially from investment gains and avoidance of investment losses projected, described, or otherwise referenced in forward-looking statements, and the projected returns associated with any TD Strategic Portfolio may not materialize.
- By participating in the Programs, you may lose opportunities to make other investments and to realize gains from such other investments.
- Data provided by TDPCW may not be free from error or inaccuracies.
- Investments in your Account are not guaranteed by the Federal Deposit Insurance Corporation, any bank, or any government. Cash in your Account, including the percent allocated to cash in the TD Strategic Portfolios, is held as a free credit balance by the Clearing Broker.
- The services provided under this Agreement, including the suggested TD Strategic Portfolio, are highly reliant on the performance of technology. A malfunction or failure in such technology could cause you to receive a suggested TD Strategic Portfolio that is not suitable based on your risk tolerance and investment time horizon, and to experience losses, some or all of which could be significant.
- The methodology underlying the recommendation tool relies on a number of assumptions based upon a limited amount of information provided by you and a number of other variables. Any one or all of these assumptions, whether or not supported by past experience, could prove over time to be incorrect, which could result in major losses.
- The recommendations we provide and other information that appears on the Site may be time sensitive, especially during times of significant market volatility and when there are time limits on the availability of a particular investment product. Thus, our recommendations and other information on the Site may be subject to different interpretations as market conditions and other factors change.
- We rely on third parties – often to a material extent – for the provision of the TD Strategic Portfolios, market statistics, mutual fund or ETF details, performance, and related information. Although we believe these third-party service providers are generally reliable, there could be errors that are beyond our control in the information and/or services they provide and such errors could compromise the quality of our recommendations and otherwise compromise our ability to perform under this Agreement. Further, some or all of these agreements may allow the third-party service provider to terminate the agreement for any reason or no reason at all with no advance notice to us. In such instances, our ability to perform under this Agreement could be materially compromised.

I. Strategy

Through the Programs, TDPCW offers various TD Strategic Portfolios of mutual funds and/or ETFs for each of the strategies that are available through the Programs. Each of the strategies and corresponding TD Strategic Portfolios may be developed by TDPCW, any of its affiliates, or third parties. The TD Strategic Portfolios are designed to allocate assets among mutual funds and/or ETFs that represent different asset classes in accordance with the investment methodology and style of the corresponding strategy. The investment advisers and/or sub-advisers for the mutual funds or ETFs in the TD Strategic

Portfolios may include affiliates of TDPCW as well as third parties unaffiliated with TDPCW. TDPCW reserves the right to change, in its sole discretion from time to time and without prior notice to you: (i) the number of strategies and TD Strategic Portfolios available through the Programs that it deems appropriate to address the investment objectives, investment time horizons, and risk tolerances of its clients; (ii) the mutual funds and/or ETFs that comprise each of the TD Strategic Portfolios; and (iii) the relative weightings of the mutual funds and/or ETFs within each of the TD Strategic Portfolios.

You have read and understand the description of the recommended TD Strategic Portfolio you have selected for your Account, including its objective, investment process and related risks. The Site and the TD Automated Investing and TD Automated Investing Plus Brochure do not make or imply any guarantee about the attainment of the investment and return objectives.

TDPCW further reserves the right to change, in its sole discretion from time to time, upon providing prior notice to you, the model provider from which TDPCW obtains any or all strategies or TD Strategic Portfolios, and to make additional model providers available through the Programs.

While the Programs are designed so that trading in your Account over time causes the holdings to replicate your TD Strategic Portfolio, you agree that there is no guarantee, representation, warranty, or covenant that the holdings in your Account will match the allocations of your TD Strategic Portfolio. You acknowledge that various factors (including the timing and frequency of deposits and withdrawals, market volatility and disruptions, fractional share allocation and trading procedures, the timing and frequency of your choice of or changes to your TD Strategic Portfolio, any exclusion of an ETF or mutual fund from your TD Strategic Portfolio, access interruptions, and hardware or software failures) can impact the extent to which holdings in your Account will replicate your TD Strategic Portfolio at any particular point in time. You further understand and agree that the Programs offer strategic asset allocation models that are based on a long-term view of the market. Accordingly, the Programs do not provide tactical advice and you should not expect to see tactical changes to your TD Strategic Portfolio in response to market volatility or other economic events.

J. Selection of the Program

You acknowledge that you have been provided access to the Site information that describes the Programs and advisory services available to you as a client of TDPCW. You have selected TD Automated Investing or TD Automated Investing Plus based on your preferences and/or interest in obtaining access to TD Strategic Portfolios offered through the Programs. You agree that TD Automated Investing or TD Automated Investing Plus is appropriate for you and that you are comfortable with the digital requirements of the Programs and the Wrap Fee as described in this Agreement.

TDPCW may exercise, in its sole discretion, the authority to transfer an account that was initially opened as a TD Automated Investing Plus account to a TD Automated Investing account. Subsequently, a transferred client may call the TD Private Client Wealth Service Team at 833-981-8324 to direct TDPCW to transfer the TD Automated Investing account to the TD Automated Investing Plus program.

You understand that each Program is the same or similar to other investment solutions that are available through other investment advisory programs or services sponsored by TDPCW and/or TD Bank that involve the participation and advice and guidance of a financial advisor and which cost less than the Programs.

K. Conflicts of Interest

TDPCW has certain conflicts of interest, as described in the TD Automated Investing and TD Automated Investing Plus Brochure or other disclosures, with respect to their activities relating to this Agreement and the TD Strategic Portfolio made available to you through the Programs and the TD Wealth Cash Sweep Program relating to your Account.

L. Cash

You understand and acknowledge that the Wrap Fee will be charged on any cash balance held in your Account, including cash invested in the TD Wealth Cash Sweep Program, even though you may not be earning any interest or dividends on that cash. You understand that in such instances, TDPCW and/or its affiliates will earn compensation on cash that, in most instances, will not generate a return for your

Account. You further understand and acknowledge that interest and dividends may not be earned on cash for various reasons, including if you selected the no-sweep option.

M. Source of Funds

You represent and warrant that none of the money you deposit in your Account is derived from, or will be used to promote the conduct of, any crime or other illegal activity. You covenant not to deposit (or initiate the direct the deposit of) any money in your Account that comes from, or that will be used to promote the conduct of, any crime or other illegal activity. You represent that no individual or entity has an interest in any money you use for deposits or in any money or securities in your Account other than you or any other individual you have disclosed to TDPCW during account opening.

O. Retirement Accounts

You represent that the Account is not an account for an employer sponsored plan that is subject to the Employee Retirement Income Security Act. If the Account is an IRA, you represent that the compensation we and our affiliates receive under this Agreement is reasonable in light of the totality of the services provided.

P. DISCLOSURES

You represent that you have received TD Automated Investing and TD Automated Investing Plus Brochure, the TDPCW Form CRS (client relationship summary) and TDPCW's Privacy Notice.

This Agreement contains a Pre-Dispute Arbitration Clause. By signing this Agreement, you acknowledge and agree to the terms set forth in the arbitration agreement in Section 9 on page 18 of the Agreement.

EXHIBIT 1: ELECTRONIC DELIVERY CONSENT

By signing this Electronic Delivery Consent ("Consent"), the undersigned customer ("you"), consents to electronic delivery of disclosure documents, privacy notices, trade confirmations, account statements, proxy statements, prospectuses, legal notices, and other information or communications (collectively, "Communications") from TD Private Client Wealth LLC and its affiliates (collectively "TDPCW", "we", "us", "our") and Pershing LLC, and you acknowledge and agree to the following:

- Communications are deemed delivered to and received by you when sent by TDPCW and Pershing regardless of when you actually receive or access the Communications. Delivery of a Communication may consist of an email containing a hyperlink to a website or other portal or application where the Communication can be accessed. Once a Communication containing a hyperlink is sent to you and posted in a website, the Communication is delivered to you in a form that you can retain and print, subject to applicable archival procedures (information on which is available on request). Communications may be provided in Adobe Acrobat's portable document format, hypertext mark-up language or other file formats. To view or print PDF Communications, you will need a PDF viewer (such as Adobe Acrobat Reader, available free of charge at www.adobe.com) and install it on your computer. You will receive notice of changes in hardware or software requirements needed to access or retain Communications electronically. *Pershing will also deliver documents for which it is responsible (including account statements, trade confirmations, proxy statements and prospectuses) to you electronically.* We or Pershing may, in our sole discretion, deliver Communications in paper form to your primary address reflected in our records or otherwise as required or permitted by applicable law or agreement.
- You agree to immediately notify us in writing of changes in your contact information. It is solely your responsibility to provide us with an accurate email address so we may send Communications to you electronically. If you have difficulty accessing or viewing an electronically sent or accessible Communications, you agree to notify us immediately, and agree that we are not responsible for any losses you incur due to any failure to access or view Communications if you fail to do so.
- We will provide you, at your request, with a paper copy of any Communication that is required by applicable law and was previously sent electronically pursuant to this Consent if we receive your request in writing within a reasonable time from the date the Communication was sent to you electronically.
- You may revoke your Consent anytime by updating your delivery settings on the Site (as that term is defined in your advisory agreement), and your Consent is effective until we have had a reasonable period to act on your revocation of Consent. Neither your revocation of Consent, your request for paper copies, nor our delivery of paper copies will imply that previous electronic delivery of Communications did not constitute good and effective delivery. We may amend this Consent anytime by sending written or electronic notice of the amendment to you, with such amendment taking effect on the date stated in the notice. Any use of accounts, products or services you obtain from us after such date will constitute your agreement to such amendment.
- The Programs (as that term is defined in your advisory agreement) are intended to be digital advice programs, and we may terminate your advisory agreement with us if you revoke your consent to electronic delivery of documents that we are required to send to you. Termination of your advisory agreement will terminate your participation in the Programs. Please review your advisory agreement with us for more information about termination.
- Your Consent extends to those investment funds and accounts for which you are legal or beneficial owner or for which you have power of attorney or discretionary authority to the extent you specify below (under "Consent Extends to") and, by specifying such investment funds and accounts, you represent and warrant that you have authority to give this Consent and receive Communications on their behalf.

ELECTRONIC DELIVERY CONSENT: PLEASE FILL IN THE INFORMATION BELOW

Account Name

Email Address for Electronic Delivery

By signing below, the undersigned customer consents to receive Communications from TDPCW and Pershing electronically in accordance with this Consent.

Name of Customer

Signature

Date