

ALLSTATE FINANCIAL ADVISORS  
INVESTMENT ADVISORY AGREEMENT

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(Name of Account)

The undersigned (“Client”) hereby retains Allstate Financial Advisors, LLC (“Advisor”), an SEC registered investment advisor, as investment advisor for the Account referred to above (“Account”) and Advisor agrees to serve in that capacity, on the following terms and conditions:

**Authority.** Advisor shall direct the investments of and for the Account subject to such limitations and restrictions as Client may impose. Advisor will provide investment advice utilizing the Fidelity Managed Account Xchange® Program (“FMAX”) offered through Fidelity Institutional Wealth Adviser, LLC (“FIWA”), an investment advisor registered with the Securities and Exchange Commission, and National Financial Services, LLC (“NFS”).

**Brokerage and Custody.** Client agrees to establish a brokerage account with Allstate Financial Services, LLC (“AFS”) and complete the necessary documents required by AFS. Advisor has selected National Financial Services, LLC (“NFS”) as the primary custodian and Advisor utilizes the FMAX program. All transactions will be consummated by payments to, or delivery by, Client, of all cash and/or securities due to or from the account.

Advisor shall not act as custodian for the Account and shall not take possession of cash and/or securities of the Account. Client shall not withdraw or deposit cash and/or securities in the Account without simultaneously informing Advisor.

**Investment Objectives.** Client will complete a profile questionnaire which will assist the Advisor in the determination of the Client’s investment objectives and risk tolerance. It will be Client’s responsibility to inform Advisor of the investment objectives of the account and of any changes herein in writing including, but not limited to, a change in Client’s financial situation.

Advisor will base its decisions on the information supplied by Client at the initial meeting and as updated from time to time by the Client.

**Services.** Advisor will utilize the FMAX program for asset management services. Advisor will, using a profile questionnaire, ascertain the Client’s financial position and assess the Client’s investment needs and objectives, investment limitations and risk tolerance. Once this information has been obtained from Client, Advisor will utilize a proposal generator provided through FMAX to deliver a recommended portfolio and investment management services through the FMAX program.

**Reports to Clients.** By execution of this Agreement, Advisor accepts the appointment as investment advisor and agrees to direct the investments of the Account. It is agreed that Advisor, in the maintenance of its records, does not assume responsibility for the accuracy of information furnished by Client or any other party. Client will receive a brokerage statement from NFS.

**Trade Confirmations.** Client instructs AFS to send immediate trade confirmations to the appropriate investment advisor representative designated by Client on the Client’s brokerage

account at NFS. AFS further represents that it will facilitate delivery of such trade confirmations to the appropriate investment advisor representative. Client acknowledges that AFS is instructed that, in lieu of receiving immediate confirmations, Client will receive a quarterly confirmation report.

**Confidential Relationship.** All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law.

**Non-exclusive Contract.** It is understood that Advisor performs investment advisory services for itself, its officers, directors, and shareholders as well as various other clients. Client agrees that Advisor may give advice with respect to the Account, so long as it is the Advisor's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. It is understood that Advisor shall not have any obligation to recommend for purchase or sale for Account any security which Advisor, its principals, affiliates, or employees may purchase or sell for its or their own accounts or for the account of any other client, if in the opinion of Advisor in its sole discretion, such recommendation appears unsuitable, impractical or undesirable for the Account.

**Proxy Voting.** Unless the parties otherwise agree in writing, Advisor shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies, solicited by or with respect to issuers of securities held by an Account. Client (or the plan fiduciary in the case of an Account subject to the provisions of ERISA) expressly retains the authority and responsibility for, and Advisor is expressly precluded from rendering any advice or taking any action with respect to, the voting of any such proxies.

**Fees.** The compensation of Advisor for its services under this Agreement shall be calculated and paid in accordance with the published Schedule of Fees which may be amended from time to time by Advisor upon thirty (30) days written notice to Client. A copy of the commencing fee schedule is provided as part of FIWA's Statement of Investment Selection, and a general fee schedule is available as part of the Advisor's Form ADV (Firm Brochure). Fees shall be automatically debited from Client's account on a quarterly basis. Advisor shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Client. Lower fees for comparable services may be available from other sources.

**Termination: Assignment.** This Agreement may be terminated at any time by either party's giving to the other written notice of such termination. Advisor has the option to not accept any termination instructions, including account liquidation instructions, unless provided in writing by Client. Fees paid in advance hereunder will be prorated to the date of termination specified in the notice of termination and any unearned portion thereof will be refunded to Client. No assignment, as that term is defined in the Investment Advisor's Act of 1940, of the Agreement shall be made by Advisor without written consent of Client.

**Risk and Liability.** Advisor shall manage only the securities, cash, and other investments held in Client's Account, and in making investment decisions for the Account, Advisor shall not consider any other securities, cash, or other investments owned by Client. Client recognizes that

there may be loss or depreciation of the value of any investment due to the fluctuation of market values. Client represents that no party to this Agreement has made any guarantee, either oral or written, that Client's investment objectives will be achieved. Except as may otherwise be provided by law, Client specifically agrees that Advisor shall not be liable for: (a) any error in judgment and/or for any investment losses in the Account in the absence of malfeasance, negligence, or violation of applicable law; (b) any loss incurred by reason of any act or omission of Client, the Custodian, any broker-dealer, or any other third party with whom Advisor or Client may deal in connection with the subject matter of this Agreement; (c) any loss, expense, or other liability (including, but not limited to, attorneys' fees) incurred by Client or Advisor arising from or in connection with Advisor's compliance with the Client Questionnaire believed by Advisor to be accurate; and (d) any loss or failure or delay in performance of any obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond Advisor's reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, terrorism, civil or military disturbances, sabotage, epidemics, public health emergencies, riots, interruptions, loss or malfunctions of utility, computer software or hardware, transportation or communication service, accidents, labor disputes, acts of civil or military authority, governmental actions, and inability to obtain labor, material, equipment, or transportation. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Client may have under applicable state or federal law, including without limitation the state and federal securities laws.

**Representations.** Client represents and confirms that the retention of Advisor is authorized by the governing documents relating to the Account and that terms hereof do not violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise, and, if Client is a corporation or trust, that (a) this Agreement has been duly authorized by appropriate action and when executed and delivered will be binding upon Client in accordance with its terms, and (b) Client will deliver to Advisor such evidence of such authority as Advisor may reasonably require, whether by way of a certified resolution or otherwise. The Client understands that the Client will be responsible for any tax liabilities, which result from such transactions. Client represents that it owns all of the cash and securities in its account without restriction on investment or disposition. By execution of this Agreement, Advisor represents and confirms that it is registered as an Investment Advisor under the Investment Advisor's Act of 1940. Client acknowledges that no guarantee of investment success has been made to Client, that securities markets are volatile, the Client's account may depreciate or that Advisor may underperform the market.

**Acknowledgment of Investment Risk.** Notwithstanding any provision herein to the contrary, Client understands that the value of investments made for the Account may go down as well as up and is not guaranteed. Client agrees that Advisor has not made, and is not making, any guarantees, including without limitation a guarantee as to any specific level of performance of the Account. Client further understands and acknowledges that investment decisions made on behalf of Client's Account by Advisor are subject to various market, currency, economic, and business risks, as well as the risk that those investment decisions will not always be profitable. Client acknowledges that past performance results achieved by accounts supervised or managed by Advisor are not indicative of the future performance of the Account. Client understands that securities, mutual funds, and other non-deposit investments are not deposits or other obligations of, or guaranteed by, Advisor or any affiliate, are not insured by the Federal Deposit Insurance

Corporation ("FDIC") or any other government agency, and are subject to investment risk, including possible loss of principal amounts invested.

**Notice.** Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed to have been duly given when delivered in person, by e-mail, or transmitted by facsimile (with hard copy sent by U.S. mail), sent by overnight courier (postage prepaid), or three days after mailing by registered mail (first class postage prepaid). All notices or communications to Advisor should be sent to the portfolio manager of the Account, at Advisor's principal address or e-mail address. All notices or communications to Client shall be sent to the principal address or e-mail contained in the Client Questionnaire pertaining to the Account.

**Acknowledgement of Disclosure.** Client hereby acknowledges receipt of Advisor's Disclosure Statement as required pursuant to Rule 204-3 (17 CFR 275.204-3) under the Investment Advisor's Act of 1940 prior to or on the date (shown below) of the Client's signing of this agreement.

**Termination by Client.** Client shall have the option to terminate this Agreement in its entirety exercisable at Client's sole option, and without penalty, for five days from the date (shown below) of the Client's signing of this Agreement; provided, however, that any investment action taken by the Advisor with respect to the Account during such five day period in reliance upon this Agreement and prior to receipt of actual notice of the Client's exercise of this right of termination, shall be at the sole risk of the Client.

**Amendments.** Advisor shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding new provisions. Any such amendment shall be effective thirty (30) days after Advisor has notified Client, in writing, of any change, or such later date as is established by Advisor. Client may not amend this Agreement without Advisor's prior written consent.

**Dispute Resolution.** Any dispute arising between the Client and Advisor under this agreement shall be resolved by binding arbitration pursuant to FINRA Dispute Resolution.

**Entire Agreement.** This Agreement and undertaking set forth herein constitute the entire agreement between the parties hereto with respect to the investment and management of the Account and supersedes all prior negotiations and agreements.

**Construction.** Headings used in this Agreement are for convenience only, and shall not affect the construction or interpretation of any of its provisions. Each of the provisions of this Agreement are severable, and the invalidity or inapplicability of one or more provisions, in whole or in part, shall not affect any other provision. This agreement shall be construed and interpreted under the laws of the State of Illinois.

**Consent to Electronic Delivery.** Client consents to the electronic delivery of any materials that Advisor is required to provide to Client to satisfy its regulatory obligations under U.S. securities laws or other applicable law, including, but not limited to, Advisor's performance reports, Account statements, Form ADV brochures and brochure supplements, Form CRS, registration statements, private placement memorandums and offering documents, shareholder reports, proxy

materials, audit findings, and fee disclosure tables. Advisor may electronically deliver these materials to Client, in lieu of paper documents, by posting to Advisor's website, or by e-mailing to Client a web link to, a copy of the materials in portable document format (PDF) form.

This consent remains in effect until revoked by Client. Client has the right to withdraw this consent at any time and without charge. In addition, Client shall have the right to request and obtain a paper version of any of these electronic documents, at any time, free of charge. In order for the Client to withdraw consent to electronic delivery, request a paper version, or update the e-mail address for the receipt of these electronically furnished documents, the Client must provide notice in accordance with the Notice provisions hereof.

**Miscellaneous.** The effective date of this Agreement shall be the date of its acceptance by Advisor.

Agreed and Accepted by:  
Client(s):

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

ALLSTATE FINANCIAL ADVISORS, LLC

Date: \_\_\_\_\_

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(Officer)