

Investment Management Account Agreement

Terms and Conditions

Thank you for choosing BMO Bank N.A. (referred to here as “BMO,” “us,” or “we”). These Terms and Conditions explain how your Account operates and informs you about our rules, procedures and policies that govern your Account.

You agree to these Terms and Conditions, which along with your Investment Management Account Agreement Form (“IMA Form”), constitute your Investment Management Account Agreement (“Agreement”). If you have any questions about the Agreement or your Account, please contact a member of your Client Strategy Team.

Capitalized Terms not defined in these Terms and Conditions have the definition given them in the IMA Form. The terms “client,” and “you” as used in the Agreement mean the individual or entity identified as the Client in the IMA Form. In the event of a conflict between the terms of the IMA Form and these Terms and Conditions, the IMA Form will govern. The section headings and Table of Contents below are for convenience of reference only. They do not affect the construction or interpretation of the Agreement.

If you have any questions about the Agreement or your Account, please contact a member of your Client Strategy Team.

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Our Services

1. Services

A. The IMA Form and the fee schedule applicable to your account describe the services we will perform for your Account (“Services”). Except as limited by the Agreement, as part of the Services we will:

- Assign a Client Strategy Team to your Account.
- Prepare a written investment policy statement (“Investment Policy Statement”), documenting your investment objectives, desired investment style, and any investment restrictions or other directions regarding the management of your Account. We will prepare the Investment Policy Statement using information you provide, including investment objectives, risk tolerances, financial situation, investment directions, and specific investment restrictions.
- Develop an appropriate investment strategy within the parameters of the Investment Policy Statement.
- Select, review, and manage assets in your Account, and selection of Subadvisers to manage all or portions of your Account and Subaccounts, in compliance with the Investment Policy Statement and the IMA Form. Except in cases of shared investment authority or Directed Assets (as defined in Section 16 below), we will have full investment authority over your Account. We will make investments or reinvestments in the Account that we deem in your best interest without your prior approval.
- Administer your Account, such as directing fund transfers for capital calls; managing income, dividend, and stock distributions; and performing other administrative tasks.
- Coordinate your investment and financial strategy with other professionals such as attorneys and accountants as requested by you.
- Periodically review your Account and the Investment Policy Statement.
- Furnish periodic Account statements (“Statements”).
- Facilitate your participation in certain class action and fair fund settlements.

B. Our Services will not include tax or legal advice. You should consult your own professional advisers for those services. We have no responsibility to pay any taxes or file any tax information, reports, returns or other filings of any kind for the Account except as required by law. You agree to provide us with all information we may need to perform any withholding or tax reporting that is required by law. We will provide you with an annual statement for tax reporting purposes. This statement will summarize account income, including realized gains and losses. We are entitled to rely on information you provide to prepare the annual statement for tax reporting purposes. This statement and any communications in connection with your Account are not intended as tax advice and cannot be used to avoid tax penalties or promote, market, or recommend any matter contained or discussed in the communication to another person.

C. You are hiring us to provide the Services. We are responsible only for the duties applicable to us in the Agreement, including investment responsibility only to the extent provided in the Agreement. There are no implied duties in this Agreement, and we have no duties with respect to assets other than the assets held for the Account. We have no duty to take any action other than the actions required by the Agreement.

D. We are only responsible for the Account assets that are delivered to us in good deliverable form. We may reject assets that are not acceptable to us. We will safekeep Account assets, receive the income and dividends attributable to the Account assets, and hold, invest, disburse of the Account assets, their income or their proceeds, in accordance with the Agreement.

2. Investment Policy Statement

A. We will prepare the initial Investment Policy based on information you provide. Once completed, we will ask you to review and sign the initial Investment Policy Statement. By signing the initial Investment Policy Statement, you agree that the investment policy and asset allocation for your Account are appropriate, including the proposed diversification of investments.

B. Although we will review the Investment Policy Statement on a periodic basis, you are responsible for notifying us promptly of any changes in your financial circumstances, objectives, or restrictions that affect your Account or the Investment Policy Statement. We are not responsible for modifying your Investment Policy Statement unless you advise us of these changes. When necessary and in your best interest, we may revise the Investment Policy Statement to reflect changes in asset allocation, investment objectives, investment style, risk tolerance, liquidity needs or other relevant factors. We will notify you of changes to the Investment Policy Statement. If you do not respond or do not object within thirty calendar days after receiving the notice of revised Investment Policy Statement, your consent to the revised Investment Policy Statement will be implied.

3. Permitted Investments; Proprietary Funds; Proprietary Products; Proprietary Money Funds; Uninvested Cash

A. Investments managed and selected for your Account may include stocks, bonds, options, derivatives, commodities, shares of investment companies, interests in private funds, repurchase agreements, structured products, and all other securities and intangible investment instruments and vehicles of every kind and nature.

B. If available and we deem them in your best interest, your Account will hold Proprietary Products and Proprietary Funds unless prohibited by law or the terms of the IMA Form. As investment options, we favor certain types of Proprietary Products and Proprietary Funds over those available from third parties. We consider multiple factors when considering Proprietary Products and Proprietary Funds. Our preference is not based solely on performance relative to peers or benchmarks. The purchase of Proprietary Products and Proprietary Funds involves conflicts of interest. BMO and its affiliates will receive more overall compensation when

Proprietary Products and Proprietary Funds are used. This overall compensation may include administrative, custodial, and transfer agent fees. This compensation is in addition to our investment management fees and any Subadviser fees.

C. Proprietary Money Funds and any other money market mutual funds may be used for cash management services. These funds may fall below \$1.00 per share even though the funds are designed to preserve the value of your investment at \$1.00 per share. The return on the selected money market mutual funds or Proprietary Money Funds may be higher or lower than other funds used for cash management services and other interest-bearing accounts we offer. The purchase of Proprietary Money Funds involves conflicts of interest. BMO and its affiliates will receive more overall compensation when Proprietary Money Funds are used. Further, BMO or its affiliates may receive compensation directly or indirectly from certain money market mutual funds, the advisors for those funds, or the distributors for marketing, recordkeeping and other shareholder services relating to the fund. Our fees for your Account will not be reduced by the marketing, recordkeeping, and other shareholder services fees we receive from any money market mutual fund. We will promptly invest the cash in your Account, but we may hold uninvested cash in your Account for a reasonable time under the circumstances. We will not pay interest on any uninvested cash.

D. BMO or its affiliates may act as investment adviser, subadviser, or provide similar services to Proprietary Products, Proprietary Funds, and Proprietary Money Funds. BMO or its affiliates will receive compensation for these services. Our employees responsible for the investments in your Account may also be employees of and receive compensation from BMO or our affiliates that provide services to Proprietary Products, Proprietary Funds, and Proprietary Money Funds. BMO or its affiliates may own equity interests in certain organizations that act as the sponsor of or provide services to Proprietary Products, Proprietary Funds, and Proprietary Money Funds. You agree to waive all direct or indirect conflicts of interest from our investments of Proprietary Products, Proprietary Funds, or Proprietary Money Funds in your Account.

4. Subadvisers

A. We may hire and terminate one or more Subadvisers including our affiliates (subject to the IMA Form and applicable law) to provide discretionary or nondiscretionary investment advice for all or portions of your Account and any Subaccount. We have full discretion to select and retain any Subadviser on the terms and conditions we deem reasonable. We will determine the allocation of Account assets to any Subadviser, as well as the terms of the investment discretion the Subadviser may exercise over the Subaccount. We may provide Subadvisers access to your Account and Subaccount information. You agree to enter into any agreement reasonably required by any Subadviser retained for your benefit. You authorize the direct or indirect payment of compensation or fees to Subadvisers, including affiliated Subadvisers, for their services. Any fees to a Subadviser, including an affiliated Subadviser, are in addition to our fees under the Agreement.

B. If the Subadviser is one of our affiliates and the engagement is permitted under the IMA Form and applicable law, you agree to waive all direct or indirect conflicts of interest from our engagement of the affiliated Subadviser.

C. Neither you nor BMO will have discretionary trade authorization with respect to the Subaccount managed by the Subadviser.

D. We may provide Subadvisers access to view Subaccount holdings and transactions via an electronic connection through the Internet.

E. If appointed, a Subadviser will manage the Subaccount assets without regard to other assets in your Account or any of the Subadviser's other client accounts. A Subadviser may purchase or sell an investment for your Account at the same time it is purchasing or selling that investment for its other clients, or while BMO, another Subadviser, or Legacy Manager is purchasing or selling the investment for your Account.

F. If the assets of a Subaccount are in the custody of a third-party custodian, the third-party custodian fee will be paid out of the Subaccount. This fee will be covered by a separate agreement between you and the third-party custodian. Our fees will not be reduced by any amounts paid to a third-party custodian.

5. Custody and Methods of Holding Securities

A. Unless we agree otherwise, we will hold your Account assets in our safekeeping or in the safekeeping of a subcustodian that we select. Unless prohibited by law or the IMA Form, we may use an affiliate as subcustodian for your Account.

B. We will hold the securities in your Account in bearer form, in your name on an uncertificated basis with the issuer or its agent, in street name, in nominee name, or in book entry at a Federal Reserve Bank or any recognized securities depository.

6. Broker Selection; Soft Dollars; Trade Aggregation

A. We will select and engage the broker for transactions in your Account. Unless prohibited by law or the IMA Form, we may use an affiliate as a broker for your Account and you agree to waive any conflict of interest resulting from the use of an affiliated broker for your Account. When selecting a broker, we have a duty to seek the best qualitative execution. We will consider many factors, including the broker's commission rate, execution capabilities and quality, clearance and settlement capabilities, convenience, reputation, error resolution procedures, back-office efficiency, research services, financial stability, and our experience with the broker. We have no duty to obtain the lowest commission or best net price on any particular transaction. We have no duty to execute any order in a manner that is preferential to your Account relative to our other client accounts or that is materially adverse to our other client accounts.

B. We may accept or reject your written request that we use a particular broker in connection with your Account. If we accept your request, we may not be able to obtain volume discounts, best price, or best execution for a transaction. In addition, a disparity may exist between the prices your Account pays and the prices paid by our other client accounts that do not request a particular broker.

C. Soft dollars refer to brokerage arrangements where we receive investment research and brokerage products and services in exchange for the brokerage commissions. These services assist us in our investment decision-making process and may include industry and company reports, economic forecasts, databases, data services, analytical services, and publications. Subject to the duty of best execution, we place transactions with brokers that provide brokerage and research services in accordance with Section 28(e) of the Securities Exchange Act of 1934. We may have an incentive to select or recommend a broker based on soft dollars received from the broker. As a result, you may pay higher commissions than would be charged by another broker. However, before engaging a broker for your Account we determine in good faith that commissions are reasonable for the services provided by the broker. We may obtain soft dollar services from brokerage commissions incurred by your Account that may not directly benefit your Account. Similarly, you may benefit from soft dollar services even if trades placed on your Account's behalf did not contribute to the compensation of the broker providing the soft dollar services. We do not allocate soft dollar services to client accounts proportionately to the commissions that the client accounts generate. For mixed-use products and services, we use commissions to pay only for the eligible portion of the soft dollar product or service as allowed under Section 28(e). We pay any ineligible portion of the product or service. We make a good faith effort to reasonably allocate mixed-use items and keep records of our allocations. We use commission-sharing agreements with brokers to unbundle research services from broker execution services. The commission-sharing agreements allocate a portion of the commission to execution services and a portion is allocated to research. Each broker-dealer participating in the commission-sharing agreements pool the soft dollars payable to us for a calendar quarter. We then pay for selected research and brokerage products and services from this soft dollar pool. We regularly monitor and evaluate the benefits of commission-sharing arrangements.

D. If we believe that the purchase or sale of a security is in the best interest of more than one client, we may aggregate the securities to be sold or purchased to the extent permitted by applicable laws and consistent with our duties to our clients. If aggregated, we will allocate the transactions and expenses in a manner designed to be equitable and consistent with our duties to clients. Transactions in a specific security may not occur for all clients' accounts at the same time or at the same price.

7. Service Providers

If reasonably necessary to provide the Services or specific services you request, we may engage consultants, counsel, accountants, agents, subadvisers, and other third parties (each, a "Service Provider") including, subject to applicable law, our affiliates. We may delegate the authorizations you provide us to Service Providers as we deem necessary or desirable to provide the Services. You are responsible for paying the reasonable charges and fees of Service Providers (such as fees and expenses relating to background checks, legal reviews, registrations, travel, and financial services). The terms of this Agreement apply to and benefit any Service Providers as

those provisions would have applied to us. Service Providers are beneficiaries of the Agreement. All references to "BMO" within the Agreement also include, where applicable, our agents, such as the Service Providers. You agree that we are entitled to rely upon the advice or information received from Service Providers.

8. Statements and Trade Notifications

A. We will provide you with periodic Statements which may be in a consolidated format. These Statements will show Account transactions, assets, and expenses such as the payment of fees to us, Subadvisers, or third-party custodians. We will also provide an annual summary for income tax purposes. We are not responsible for providing your Statements or annual summaries to any person other than you, including any person holding a beneficial interest in you or your Account. Unless required by law, we are not responsible for providing your Statements to any auditor or court or government agency and we will not provide additional information in the Statements that you may be required to provide under state law or court order.

B. We rely on external vendors to provide valuation of assets in your Account. While we believe the information received from these vendors is reliable, we do not guarantee any valuation data for accuracy or realizable value.

C. Statements will be delivered (i) in electronic form via your online access to your Account ("BMO Investment Online"), (ii) in paper form, or (iii) in paper form and electronically through BMO Investment Online.

D. We will deliver trade notifications if you have shared investment authority over your Account. If we have full investment authority over your Account and custody of the securities at issue, we will not deliver trade notifications unless you specifically request them. The separate agreement between you and the third-party custodian will cover trade confirmations for any Subaccount with a third-party custodian. We will deliver to each Subadviser and Legacy Manager (as defined below) periodic reports and duplicate notifications of all transactions in each Subaccount and Legacy Manager Subaccount (as defined below) as the Subadviser or the Legacy Manager may reasonably request.

9. Proxy Voting; Delegation of Authority; Class Actions and Fair Fund Settlements

A. If you elected to allow us to vote proxies with respect to securities in our custody, we will vote those proxies pursuant to joint proxy-voting policies with certain of our affiliates (together and individually, the "BMO Organization"). The guiding principle for our voting of proxies is to vote proxies in the interest of our clients, both current and future, with a view to enhancing the value of securities held for the benefit of our clients. The BMO Organization may contract with a third party to provide proxy voting services for the BMO Organization but will retain the ability to override or opine on proxy votes. You may obtain a copy of our complete proxy voting policies and procedures upon request. You may also receive information about how we voted any proxies on behalf of your Account upon request.

B. By signing the Agreement, you are delegating to us the authority to act as your attorney-in-fact and agent in connection with your Account. You are authorizing us to sign as your attorney-in-fact without disclosure of your identity and to guarantee such signature as your signature. We may deliver in your name any assignments, stock or bond powers, or any other documents or instruments which we consider necessary and proper for any authorized sale, transfer, assignment or other disposition of transferable securities or obligations held for your Account or to collect and receive for your Account any drafts, claims or other payments due. You agree that we may sign and deliver these instruments for you as your sole act and in your name alone or as your attorney-in-fact.

C. You agree that as your attorney-in-fact and agent in connection with your Account, and to the extent permitted by law, we will receive all prospectuses, subscription agreements, shareholder reports and informational materials related to investments held in your Account. We will complete the subscription agreements and other election forms on your behalf. Upon your request, we will provide you prospectuses, subscription agreements, shareholder reports and related materials pertaining to investments held in your Account. This delegation of authority will in no way take away any legal and other recourse you have under applicable law against issuers and other persons related to investments in your Account. You may revoke our authority to act as your attorney-in-fact and agent at any time by a written instruction to us.

D. Your delegation of authority to us includes the authority to facilitate your participation in certain class action recovery cases and fair fund settlements established in SEC administrative proceedings or U.S. District Court proceedings pursuant to Section 308(a) of the Sarbanes-Oxley Act of 2002. We will facilitate your participation in class action and fair fund settlements for your Account if we held custody of the security at the time the claim arose (and in the case of fair fund settlements, if your Account is still open at the time of recovery). If your Account is still open at the time of a class action or fair fund settlement, we will file a proof of claim on your behalf, collect any recovery from the administrator, and distribute your recovery to you. If your Account is closed at the time of the class action recovery but was open at the time the claim arose, we will file a proof of claim on your behalf, collect any recovery from the administrator, and we will use reasonable efforts to forward any class action recovery to your new custodian. If your account is closed at the time of the fair fund settlement recovery, we will not file, process, collect, or forward any recovery from the fair fund. Your class action or fair fund settlement recovery will be reduced by the class action fees detailed in the fee schedule applicable to your Account.

10. Service to Other Clients; Allocation Policy; Conflicts of Interest

A. We provide investment management services to various clients. We may give advice or act with respect to other client accounts that differs from the advice given or action taken with respect to your Account. We are not obligated to give your Account treatment that is preferential or more favorable than that provided to other clients so long as our treatment of your Account is fair and equitable relative to all our client accounts and in accordance with applicable law.

B. Our allocation policy applies to all investment opportunities offered to our clients. The allocation policy allocates investment opportunities fairly and equitably among our clients, and to the extent practicable, provides consistent treatment of clients with similar investment objectives and guidelines. Our allocation policy may change from time to time.

C. We have no obligation to recommend, purchase, or sell on your behalf any investment that we or any of our affiliates may purchase or sell for our accounts or may recommend, purchase, or sell on behalf of any other client. At times, we, our affiliates, and our clients may own, purchase, or sell investments that are at the same time being recommended, purchased, or sold for your Account.

D. Conflicts of interest may exist between you, BMO, and its affiliates. For example, (i) we may recommend or purchase for you investments that are issued or managed by our affiliates, (ii) we may refer you to our affiliates as permitted by the Privacy Notice, and (iii) our affiliates may be involved in providing resources or services that are necessary for carrying out the Agreement, such as business management, administrative support, investment research, and services as a broker, custodian, or Investment Subadviser. We and our affiliates may benefit through the compensation, shared revenues, referral incentives, and other direct and indirect compensation arising out of referrals and providing services to you. You agree that these possible conflicts of interest will not limit or prevent us from providing Services to you.

11. Liability; Risk

A. We use valuation and other information from a wide variety of public and private sources for making investment decisions, making recommendations, and preparing your Statements. We do not warrant or guarantee the accuracy of the valuations or information we utilize. We do not warrant or guarantee the accuracy of any Statement or report, and we are not liable for any mistakes contained in any Statement or report we provide. We are not liable for any loss that arises from any mistakes or inaccuracies in information that we rely on in good faith.

B. Investments in your Account are subject to risks, including the possible loss of principal. We are not liable or accountable for any mistakes of valuation, fact, law, or investment losses; for any error of judgment by us or our affiliates; or for any resulting loss or damage suffered by you. We do not guarantee performance of any investment in your Account, the return of your principal, or the receipt of any capital gain or investment profit. We may implement a long-term investment strategy that may not seek to maximize market values over any specific period, but which in our best judgment is in your best interest.

C. We are not liable for any loss due to forces beyond our reasonable control, including delays, errors, or interruptions in Service caused by natural disaster, weather, strikes, work stoppages, acts of war or terrorism, court order, failure or fluctuation in electrical power or availability of systems, pandemics or endemics, or any other event of force majeure.

D. We have no responsibility or liability with respect to your assets other than the assets in your Account. We have no implied duties under the Agreement. We have no duty to see to the application of the Account assets delivered to you or at your direction. We have no duty to take any action not specified in the Agreement. Except as provided in this Agreement, we have no obligation to commence, appear in, or defend any legal action pertaining to assets held or to be held in your Account.

E. We have no responsibility to verify the accuracy of any carrying or cost basis value information you provide. We have no responsibility to collect property to be transferred to the Account or enforce collections of any income, dividends, or other distributions on behalf of the Account. Any distributions we receive will be added to the Account.

F. We will not supervise or manage any Subadviser or third-party custodian. We are not responsible for any losses caused by a Subadviser or third-party custodian that you select or that we select, as long as we exercise due care in the selection and periodic monitoring of the Subadviser or third-party custodian. Except as required by applicable law, we are not responsible for, and you will reimburse, indemnify, and hold us harmless from, any loss incurred by reason of any act, omission to act, or direction by you, Subadviser, broker, custodian, your Representative, Service Provider, or any third party providing services, information, or valuations with respect to your Account.

G. We will be liable only for our gross negligence or willful misconduct. In no event will we be liable for consequential, indirect, incidental, punitive, exemplary, or special damages or other damages not measured by the actual damages that are incurred by you, even if we have been advised of the possibility of such damages. The Agreement does not relieve us from any responsibility or liability we may have under federal or state securities laws, or responsibility or liability resulting from our gross negligence or willful misconduct in providing the Services.

H. You will indemnify us and hold us harmless against all claims, losses, liabilities, damages, and expenses, including reasonable attorneys' fees, relating to the Agreement, the performance of our duties under the Agreement, or the performance of the Services, including any claims, losses, liabilities, damages, and expenses resulting from (i) any representations and warranties made by you in the Agreement or in any documentation provided to us by you that is either incorrect or incomplete, (ii) any direction given by you to purchase, retain, or sell any asset for your Account, (iii) any direction given by you to use a particular broker, (iv) your engagement of a third-party custodian, or (v) any participation by us in any breach of fiduciary duty by you. You will pay the costs and expenses of enforcing this right of indemnification.

I. Except as required by law, any claim you have against BMO or its affiliates is barred unless you commence a proceeding to assert the claim within six months after we deliver to you the Statement that discloses the basis for the claim. A Statement discloses the basis of a claim if it provides sufficient information to you so that you knew of the potential claim or reasonably should have inquired into the existence of the claim.

J. The limitations and protections in this Section 11 pertaining to our liability will apply to any action or omission by our affiliates.

K. The provisions of this Section 11 will survive the termination of the Agreement.

Your Responsibilities

12. Client Information; Confidentiality

A. You will provide, or cause your custodian, bank, administrator, attorney, trustee, present or former investment consultant, actuary, consultants, investment managers, agents, or other third parties who you have identified to us orally, electronically, or in writing, to represent you (collectively, "Representatives" or individually a "Representative") to provide, all reasonably necessary information for us to provide the Services as we may request from time to time. This information includes cost basis of assets transferred to the Account, liquidity needs, historical performance information, investment guidelines, a written summary of any investment limitations or restrictions, and other pertinent information.

B. As soon as is reasonably possible, you or your Representatives will inform us of any change to information you have previously provided us, or changes in circumstances affecting your needs or goals. This includes any change that may affect your Investment Policy Statement.

C. You agree to provide true, accurate, current, and complete information about you and your finances so that we may provide the Services. You agree that you will not misrepresent your identity and that your information will be accurate and complete. You agree to keep your information, including authentication credentials, up to date and accurate.

D. You will notify us in writing immediately upon any change of your address, including any other persons or entities listed as "Client" on your Account.

E. We will rely on the information provided by you or your Representative. We are not required to verify any information received from you or your Representative. We are not liable for the accuracy and completeness of information received from, or representation made by, you or your Representative.

F. The terms of the Agreement and all information furnished by a party to another party pursuant to the Agreement, including our recommendations to you, will be treated as confidential information and will not be disclosed to any third party, except: (i) Subadvisers, (ii) third parties, including custodians, brokers, Service Providers and our affiliates, that assist us in providing Services, (iii) as specified in the Agreement, (iv) with the consent of the party providing the confidential information, (v) if disclosure is required by law or any regulatory authority, or (vi) as permitted by our Privacy Notice, which is incorporated into the Agreement.

G. You agree to maintain in strict confidence all investment advice, facts, and information that we furnish you. You may, however, share our advice with your personal advisors, including lawyers, accountants, and consultants, provided you first obtain commitments

from those persons to (i) maintain the confidentiality of our advice, (ii) use our advice solely for your benefit, and (iii) not share our advice with any other third parties. Nothing in this Agreement prohibits you from reporting possible violations of law or regulation or making other disclosures to any governmental agency or entity, or self-regulatory authority. No prior authorization of BMO nor notification to BMO is needed for you to make any such reports or disclosures.

H. Our interactions with the third-party institutions for which you have provided authentication credentials are subject to the third-party institutions' privacy policies. We are not responsible for any third-party institution's use of your information.

13. Representations, Warranties, Obligations, and Agreements

A. You make the following representations and warranties:

1. You are the legal owner of all assets in your Account, or you are authorized to enter into the Agreement on behalf of and bind the legal owner of the assets in your Account. The Agreement has been duly authorized, executed, and delivered by you or your Representative and is your legal, valid, and binding agreement, enforceable against you in accordance with its terms.

a. **If you are an individual:** You have full power and authority to make this Agreement and take all actions provided for in this Agreement. Your death will not release your estate from liability for the obligations and expenses incurred with respect to your Account. In the event of your disability or incapacity, the Account will remain effective and your legal representative may exercise your rights under this Agreement as authorized by law, including the right to terminate this Agreement. We will rely on any judicial determination of your incapacity or a judicial appointment of a guardian, conservator, or personal representative of your estate or person. We have no duty to investigate or confirm your incapacity, and we are not liable for any action or inaction that you direct prior to actual notice of your incapacity as determined by a court. You agree that if we receive a certification from a licensed physician that you are unable to manage your financial affairs due to mental or physical incapacity, we may stop taking instructions from you while your competency is determined by judicial process.

b. **If you are a corporation, partnership or limited liability company:** (i) the person signing this Agreement is your duly authorized and acting representative ("Signor"), (ii) both you and the Signor have the power and authority to make this Agreement and to take all actions provided for in this Agreement, (iii) the terms of this Agreement do not violate any provision of any statute, governing instrument, court order or other document governing you, (iv) the statute, governing instrument, court order or other document granting you and the Signor your powers and authorities is in full force and effect as of the date of this Agreement, and (v) you have furnished us complete and correct certified copies of all documentation evidencing your and the Signor's powers and authority, including, without limitation, corporate resolutions, partnership certifications or any other documentation we require. You will notify us in writing when there is any change to your or the

Signor's powers and authorities and will annually provide us with documentation satisfactory to us showing the current status of your or the Signor's powers and authorities. We have no duty to verify or update any of your or the Signor's powers and authorities or to receive copies of any statute, governing instrument, court order or other documentation evidencing such powers and authorities. We will not advise any person as to any legal, regulatory, or other obligations such person may have regarding your Account and will not monitor any person's exercise of powers and duties.

c. **If you are a fiduciary acting on behalf of a trust, estate or custodianship ("Fiduciary"):** (i) Fiduciary is the duly appointed and acting fiduciary as indicated in this Agreement; (ii) Fiduciary has full power and authority to enter into this Agreement and to take all actions provided for in this Agreement; (iii) the terms of this Agreement do not violate any provision of any statute, governing instrument, court order or other document governing Client or Fiduciary; (iv) the statute, governing instrument, court order or other document granting Fiduciary's authority is in full force and effect; and (v) Fiduciary has furnished to us complete and correct certified copies of all documentation evidencing Fiduciary's authority we may require. Fiduciary will notify us in writing when there is any change to Fiduciary's authority and will annually provide us with documentation satisfactory to us showing the current status of Fiduciary's authority. We have no duty or obligation to verify or update Fiduciary's authority or to receive copies of any statute, governing instrument, court order or other documentation evidencing Fiduciary's authority. We will not advise any person, including the Fiduciary, as to any legal, regulatory, or other obligations that person may have regarding the Account and will not monitor that person's exercise of powers and duties. Fiduciary's execution of this Agreement does not constitute a delegation of the Fiduciary's investment responsibility and liability with respect to the trust, estate, or custodianship for which the Fiduciary is acting and does not constitute a substitution of us as a fiduciary. We will not be deemed a fiduciary with respect to the fiduciary entity. We will have no duties or liabilities with respect to the management of the fiduciary entity, other than as expressly set forth in the Agreement. We are not required to obtain or read the governing instruments that establish the fiduciary entity. We may rely on a trustee certification and all representations made by Fiduciary in establishing the Account and for all other purposes. For all purposes of this Agreement where the context or capacity indicates, reference to "you" or "Client" includes the Fiduciary.

d. You agree to comply with all applicable laws and regulations, including those relating to sanctions ("Sanctions"), anti-bribery, anti-money laundering, and the fight against terrorism, enacted or enforced by the United States of America, the European Union, Canada, or other relevant authority. You represent that you are not the target of Sanctions or owned or controlled by a person or entity that is the target of Sanctions ("Sanctions Target"), and that You do not appear on any Sanctions list, including but not limited to the United States Office of Foreign Assets Control's ("OFAC") list of Specially Designated Nationals ("SDN"). You agree not to use your Account or related services to directly or indirectly engage in any

activity or transaction that is illegal or that violates Sanctions or involves a Sanctions Target or sanctioned country or territory. You agree that we may delay or refuse to process transactions or restrict or freeze part or all of your Account if you directly or indirectly engage, or attempt to engage, in any transaction prohibited by Sanctions. You agree to notify us immediately if you become a Sanctions Target, a citizen, temporary or permanent resident, or incorporated under the laws of a sanctioned country or territory. You agree to hold us harmless from liability for any actions we take to comply with laws and regulations, including Sanctions.

2. Except as you have disclosed and listed on the IMA Form, there are no restrictions on the pledge, hypothecation, transfer, sale, or distribution of the assets in your Account.
3. All information that you provide to us either directly or through your Representative is true and accurate as of the time it is provided.
4. You are knowledgeable and experienced in business and financial matters and are aware of the risks associated with investing, such as the risk of substantial reduction in value or complete loss. You are knowledgeable and experienced in the types of securities and other investments contemplated by the Agreement.

B. You agree that you will review each Statement received from us and notify us immediately of any discrepancies. You will notify us immediately if you feel any investments made were inconsistent with your Investment Policy Statement.

C. You agree to meet or consult with us as frequently as we deem necessary to provide the Services.

D. For wire transfers or Automated Clearing House (“ACH”) payments out of your Account, you may need to complete certain documents and authorizations prior to making your request. We may decline to honor any wire or ACH transfer instructions until we have received the required documents and authorizations.

E. If there is more than one client on your Account, each person signing as client has the authority and power to act under the Agreement on behalf of itself and on behalf of each other person included as a client. All clients are individually and jointly responsible under this Agreement.

F. If we believe there is a dispute over the control or ownership of the Account or the assets in the Account, we may suspend or terminate any actions under this Agreement until the dispute is resolved to our satisfaction. You agree that we will not be liable for suspending or terminating any actions in this circumstance. We may petition any court of competent jurisdiction for instructions or other relief at the expense of the Account to determine the control or ownership of the Account. We are not required to comply with any direction we believe may subject us to liability or expense, or to commence or defend any action, if the event of such dispute.

14. Fees and Expenses

A. Our fees for Services are listed in the fee schedule then in effect for your Account and you agree to pay those fees as provided in this Agreement. We may revise this fee schedule without your consent from time to time. We will provide you notice of any change in

the fee schedule. We are also entitled to receive our reasonable expenses, including attorney’s fees and expenses, incurred in connection with this Account.

B. You are responsible for investment advisory and other fees, expenses, or commissions payable to any Subadviser, broker, or custodian. These types of fees, expenses, or commissions are in addition to the fees payable to us under the Agreement and will be charged to your Account or any Subaccount.

C. Fees are billed in arrears. Our fees and expenses and all other fees charged to your Account will be deducted from the assets in your Account (or Subaccount, if any). The aggregate fees and expenses paid will be shown on the Statements provided to you. Alternatively, and if approved by us, we will send you invoices for fees and expenses. You agree to pay all undisputed invoices within thirty days of receipt.

15. Online Access; Communications

A. You may access Account information through the Internet website operated by us and our affiliates (the “Website”) and through other third-party websites in connection with the Services (each, a “Third Party Website”), if available. Access to specific services on the Website and Third Party Websites may be impaired, delayed, or unavailable due to changes in the services offered, system maintenance, overall system use, Internet traffic, or other interruptions beyond the control of us, our affiliates, or the third party that makes available the Third Party Website.

B. We and our affiliates use commercially reasonable efforts to provide accurate and up-to-date information on the Website but make no warranties with respect to such information. Your use of or access to the Website (or other online services offered by us or our affiliates) constitutes your acceptance and agreement to the applicable terms and conditions of the Website or other online service, as amended. Your use of or access to Third Party Websites (or other online services provided by third parties) constitutes your agreement to the applicable terms and conditions, as amended.

C. You are responsible for all elections and permitted transactions you make through online services on the Website and on Third Party Websites, including permitted transactions made by your Representative and any persons to whom you have given your password, username, SECURID login, or other access codes (collectively, your “Security Codes”). BMO and its affiliates have no ability to restrict or monitor access to the Website or to any Third Party Websites by persons using your Security Codes. If you believe that your Security Codes have been lost or stolen, or that someone may attempt to use your Security Codes without your consent, you agree to notify us immediately. We have no liability for any losses or errors arising out of you providing your Security Codes to any third party.

D. Certain methods of transmitting information are not secure and may be intercepted. These methods include email and facsimile transmissions. You should not use any form of communication that is not secure to send confidential information to us. We have no liability for any losses or errors if you communicate with us or

transmit any confidential information to us through any unsecured transmission. If you choose to communicate with us through a system that is not secure or by sending unencrypted or unsecured emails, facsimiles, or cable communications, we may then respond to you using the same communication method without any liability for so doing, even if such unencrypted or unsecured communications contain confidential information.

E. BMO and any Subadviser may rely on any instruction given by you or your Representative, whether given orally, electronically, or in writing, without confirming that the instruction came from or was authorized by you. We require that certain instructions from you be in writing, such as instructions to close the Account or transfer substantially all assets in the Account.

F. You consent to BMO recording telephone conversations with you to ensure accurate execution.

G. Any trade instruction or other time-sensitive information communicated to us by you or your Representative other than through direct oral communication with the appropriate Client Strategy Team member (for example, trade instructions left on voice mail or sent by email or facsimile) may not be executed in a timely manner. Neither BMO nor Subadvisers are liable for delays in trade execution when instruction is delivered in a manner other than through direct oral communication with the appropriate Client Strategy Team member. You agree to indemnify and hold us harmless for following any instructions received from you or your Representative.

H. We may contact you at any email address, telephone number, and address you provide in connection with the Agreement or that you provided in connection with any particular transaction in your Account. If you provide a wireless, cellular, or mobile phone number or email address, you authorize us to contact you via text message, automatic dialing system, or artificial or prerecorded voice message system.

I. We may contact you to discuss or obtain information about missed or late payments or other amounts you may owe BMO.

J. You agree that we may send you messages through your wireless provider. Your wireless provider is acting as your agent when sending and receiving messages. You acknowledge that anyone who can access your messages may hear the voice messages we leave you or read the text messages we send you. We are not liable if anyone accesses these messages.

K. You represent and warrant that you are the owner or primary user of any telephone number or email address you provide to us. You agree to notify us if this changes or is no longer true. You acknowledge that your agreement to Section 15 was a material inducement for BMO entering into the Agreement with you.

16. Directed Assets and Legacy Managers

A. You may direct us in writing to purchase, retain or sell any asset in or for your Account ("Directed Asset"). You are responsible for providing this written direction in a form acceptable to us. You are responsible for all decisions in connection with the Directed Asset. We will not have any responsibility to (i) monitor, supervise

or review any Directed Asset, (ii) render an opinion regarding the suitability of any purchase, retention, sale, other activity with respect to any Directed Asset, or (iii) notify you as to any change in the condition of any Directed Asset, regardless of whether we have such information or responsibility regarding the asset in other accounts. We may from time to time require that you acknowledge in writing your direction to retain the Directed Asset in your Account. Fees for your Account remain applicable to Directed Assets.

B. You may from time to time direct us in writing to cause assets managed by a manager that you have retained independently of us and that we have not selected or recommended ("Legacy Manager Assets," "Legacy Manager Subaccount," and "Legacy Manager," respectively) to be reported in our Statements. You agree to take full responsibility for such direction and Legacy Manager Assets and Legacy Manager Subaccount. We may from time to time require that you acknowledge in writing that the direction continues to be in effect.

C. We will not (i) monitor, supervise or review any Legacy Manager Assets, any Legacy Manager Subaccount or any Legacy Manager, (ii) render an opinion regarding the purchase, retention, sale, or other activity with respect to any Legacy Manager Assets, or (iii) notify you of any change in the condition of any Legacy Manager Assets or Legacy Manager, even if we have the information regarding the Legacy Manager Assets or Legacy Manager, or responsibility regarding the same assets or managers for our other client accounts.

D. For assets held in your Account that are not Legacy Manager Assets, we may purchase or sell an investment for your Account at the same time as a Legacy Manager purchases or sells the same investment. Fees for your Account will remain applicable to Legacy Manager Assets. We may provide each Legacy Manager access to view Legacy Manager Subaccount holdings and transactions via an electronic connection through the Internet. The Legacy Manager manages Subaccount assets without regard to other assets of your Account and may purchase or sell an investment for its other client accounts or your Account at the same time another Subadviser or Legacy Manager for your Account purchases or sells the same investment.

17. Pledge of Assets and Waiver of Conflicts

A. You may pledge some or all the assets held in your Account as collateral for loans. If BMO or its affiliate is the lender, you agree to waive all conflicts of interest that may arise from such loans. The Agreement does not (i) amend, modify, or otherwise affect the terms and conditions of any loan, credit, or other document ("loan document") between you and BMO or its affiliates, or (ii) impose a fiduciary duty of any sort on BMO or its affiliates with respect to any loan document. If there is any inconsistency between this Agreement and the terms of any loan document with BMO or its affiliates, the terms of the loan document will control. The Agreement does not affect the right of BMO or its affiliate to exercise its remedies regarding your Account (such as foreclosing on your Account) as provided in the loan document.

B. If you have pledged the assets held in your Account to a lender (which may include BMO or its affiliate), you authorize and direct

us to follow any order of the lender directing sale or transfer of the assets in your Account, and remitting the proceeds to the lender, without your consent or notice. You agree to hold us harmless against all claims, liabilities, and expenses we incur because we complied with orders from the lender. You understand that if the lender is BMO or its affiliate, we may take action to protect our interests as lender which could be contrary to your interests and investment objectives.

18. Compliance with Securities Rules

You will notify us if any securities held for your Account are subject to Rules 133, 144 or 145 of the Securities Act of 1933. You will comply with the provisions of these rules in the sale of securities subject to these rules. Unless you provide written notice to us to the contrary, you represent and warrant that no proceeds from the issue of municipal securities which would require us to register as a municipal advisor with the Securities Exchange Commission will be transferred to or included in your Account. You agree to indemnify us for any losses due to any sale made or investment advice provided in violation of these rules.

19. Overdrafts Prohibited; Security Interest Granted

Overdrafts in your Account are not permitted. If they occur, we may, at our discretion, liquidate assets in the Account to cover the overdraft or advance funds to your Account. In either case, we may charge your Account additional fees for the amounts advanced for the length of time the overdraft exists. The fees will be charged at BMO's then prime rate of interest. Neither the Agreement nor any course of dealings between you and BMO constitutes a commitment or an obligation for us to advance funds or otherwise extend credit to you. You grant us a security interest in your Account at the time of overdraft to secure the repayment of any funds advanced to your Account and any overdraft fee.

Other Provisions

20. Duration; Termination

A. The Agreement is effective from the Effective Date until terminated by the mutual written consent of the parties or by one party providing the other party thirty days written notice. During the period between delivery of the termination notice and termination of the Agreement, we will continue to provide Services and you will pay all fees and expenses incurred.

B. We may terminate the Agreement immediately upon notice to you (i) in the event of material breach of the Agreement by you or your Representative, or (ii) if continuing to act under the Agreement would violate any applicable law or regulation.

C. Termination of the Agreement will not affect: (i) the validity of any action we took before termination of the Agreement; (ii) liabilities or obligations of the parties from actions initiated before termination of the Agreement; or (iii) your obligation to pay fees (pro-rated through the date of termination) and any other fees set forth in the IMA Form. As provided in Section 14, fees will be billed in arrears. Any fees paid in advance will be pro-rated to the date of

termination, and any unearned portion will be refunded promptly to you or credited against amounts due to us. We may retain cash or other assets in your Account as necessary to complete any pending transactions and satisfy any Account obligations, including our fees.

D. You may provide instructions to us that direct the disposition of your assets upon termination of the Account. We will promptly implement such instructions to the extent the instructions do not violate the terms of the Agreement. If you do not provide us instructions prior to the termination date, you agree that we will liquidate the assets in your Account without liability to us. This liquidation may result in costs and expenses to you. We will then issue a check to you at the most recent address we have for you in our records.

E. Upon termination, your Account will be charged a distribution charge as set forth in the fee schedule for trust terminations and account closings. If you have requested and we have agreed to invoice your Account for fees and expenses pursuant to Section 14.C, all fees and expenses through the date of termination will be deducted directly from your Account prior to final distribution rather than invoiced.

F. Withdrawals from any investment are subject to the terms of the governing documents of that investment. Furthermore, withdrawals from and dispositions of interests in any investment may be subject to additional constraints on liquidity, such as the lack of a ready market or purchaser.

21. Employee Benefit Plan Matters

A. You will identify to us if any portion of your Account is subject to the fiduciary responsibility standards and prohibited transaction restrictions of the Employee Retirement Income Security Act of 1974 ("ERISA"), or assets of an individual retirement account ("IRA") or other plan subject to the prohibited transaction excise tax provisions of Section 4975 of the Internal Revenue Code of 1986 ("Code"). Any such plan or IRA is referred to as a "Plan." The person signing this Agreement on behalf of you also acknowledges his or her status as a "named fiduciary" with respect to the control and management of the assets held in your Account and agrees to notify us promptly of any change in the identity of the named fiduciary with respect to your Account. Not all of these provisions in this section are applicable if you are subject to ERISA and the provisions of the Investment Management Account Agreement - ERISA Client Form will supersede any provisions in these Terms and Conditions to the contrary.

B. If your Account includes the assets of a Plan, you make the following additional acknowledgments, representations, warranties, and agreements with respect to each Plan:

1. The Plan is governed by documentation that sets forth rights and obligations among the Plan and its fiduciaries and participants. The Plan documents may impose restrictions to prevent investments or trading activity from violating the terms of the Plan documents or applicable law. Our Services, and the investments and related transactions contemplated by the Agreement, are consistent with and permissible under the Plan's governing documents and applicable law.

2. We are not responsible for directing, recommending, reviewing, or ensuring the proper diversification of any Plan assets or investments, other than those specifically identified by you as being included in your Account.

3. If you participate in a Plan that allows you to select from among specified, pre-established investment options, we will provide recommendations to you regarding selections from among the investment options based on our consideration of those options in the context of the Investment Policy Statement. You will implement investment recommendations provided by us pursuant to the Plan. You are solely responsible for complying with applicable Plan rules and restrictions.

4. If you participate in a Plan that allows you to make investments pursuant to a self-directed brokerage option or similar arrangement provided under the Plan, the parties will agree as to which of the following procedures will be followed in implementing your investments:

(a) You will implement investment recommendations provided by us pursuant to the terms and procedures of the Plan. You are solely responsible for complying with applicable Plan rules and restrictions.

OR

(b) You will provide a limited power of attorney to us allowing us to exercise investment discretion with respect to your interest in the Plan. You also (i) will provide us with such information, procedures, and authorizations (including designated broker-dealers, trustees, and custodians through whom the Plan's investment transactions must be processed) as may be necessary for us to effect transactions with respect to such Plan assets, (ii) will execute such directions or other documents as may be required to enable us to provide the Services, (iii) will obtain and inform us of any applicable guidelines and restrictions concerning permissible or impermissible investments for such Plan, and such guidelines and restrictions will be incorporated into your Investment Policy Statement, and (iv) will not authorize or direct any investment, transfer, or other transaction that would constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code.

5. To the extent required by applicable law, we act as a fiduciary with respect to investment recommendations regarding employee benefit plans under ERISA, and IRAs or other plans as defined in Section 4975(e)(1) of the Code. We are a fiduciary as defined in ERISA, with respect to such assets of the Plan as may be allocated to your Account. We will provide the services described in this section in accordance with applicable fiduciary standards under ERISA and maintain appropriate bond coverage as required by ERISA.

22. Assignment

A. If we merge or consolidate with or sell our investment management business to any other person, then that person will become successor investment manager under the Agreement.

B. Other than in connection with a merger or consolidation as provided above, this Agreement may be assigned by a party only with the consent of the other party. Your consent to the assignment of the

Agreement will be deemed if we send you a notice of the proposed assignment and you do not respond or fail to object within thirty days or such longer period stated in the notice of proposed assignment.

23. Arbitration

A. The parties to the Agreement agree to settle by binding arbitration any dispute between them and any of their representatives, officers, employees, directors, agents, or affiliates that in any way relates to the Agreement, the Services, or the relationship between the parties, whether based on contract, tort, statute, fraud, misrepresentation, or other legal theories. The arbitration hearing will take place within the federal judicial district where the address associated with your Account as identified in our records at the time the arbitration is commenced is located or at some other location that the parties agree is convenient. The arbitration will be conducted by the American Arbitration Association under the Commercial Arbitration rules then in effect. The arbitration panel may award direct and compensatory damages only and may not award punitive, exemplary, special, consequential, or indirect damages. The prevailing party will be entitled to recover costs, fees (including reasonable attorney's fees), and taxes paid or incurred in obtaining the award. Any award entered by the arbitration panel will be final and binding, and judgment on the award may be entered in any court with jurisdiction. Any costs, fees, or taxes involved in enforcing the award will be fully assessed against and paid by the party resisting enforcement of the award. The agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state law.

B. THE PARTIES HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY. The parties instead elect for all claims to be resolved by arbitration. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review. **THE PARTIES AGREE THAT THEY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES WAIVE ALL RIGHTS TO HAVE ANY CLAIM BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE.**

C. The parties may not arbitrate claims that would be barred by the statute of limitations if the claims were brought in court. If the claims to be arbitrated would have been barred by the statute of limitations or other time bar at the time the demand for arbitration is made, any party to the Agreement may assert the limitations as a bar to the arbitration by applying to a court of competent jurisdiction. Any issues relating to the application of a statute of limitations or other time bar may be referred to a court of competent jurisdiction. The failure to assert such bar by application to a court will not preclude its assertion before the arbitration panel.

D. Regardless of the manner in which the arbitration is conducted, the arbitrator(s) will issue a reasoned written award and statement of decision describing the essential findings and conclusions on which the award is based.

E. YOU CAN CHOOSE NOT TO AGREE TO THIS ARBITRATION PROVISION (“OPT OUT”) WITHIN SIXTY DAYS AFTER THE DATE YOU FIRST BECOME SUBJECT TO THIS ARBITRATION PROVISION. For new Accounts, the date you first became subject to this arbitration provision is the date we opened your Account. For existing Accounts, the date you first became subject to this arbitration provision is the effective date of these Terms and Conditions, which is September 1, 2024. To opt out, you must send a written opt out notice form stating that you do not agree to this arbitration provision, and it must be postmarked or received no later than sixty days after the date that we open your Account (for new accountholders) or on or before October 31, 2024 (for existing accountholders). The opt out notice must include your name, address, and Account number(s) to which the opt out applies. You must sign the written opt out notice for it to be effective. **TO OBTAIN THE OPT OUT NOTICE FORM, PLEASE CONTACT YOUR CLIENT STRATEGY TEAM.**

If you opt out of this arbitration provision, all other parts of this Agreement will continue to apply to your Account. Opting out of this arbitration provision has no effect on any previous, other, or future arbitration agreements that you may have with us.

F. In the event you opt out of the arbitration provision or if the American Arbitration Association refuses to hear the matter, the parties agree that the exclusive courts of jurisdiction for any matter in connection with this Agreement are Illinois state courts and the United States District Court for the Northern District of Illinois.

G. Unless you have opted out, this arbitration provision will survive the closing of your Account or the termination of this Agreement.

24. Instructions; Notices

A. All notices given under the Agreement will be effective immediately if delivered personally or if sent by confirmed facsimile or electronic transmission and will be deemed effective three business days after mailing first class with postage prepaid or one business day after deposit for delivery by an overnight delivery service, so long as it is properly addressed to the party to receive the notice at the last address provided by the party. We are not required to confirm that any instruction from you or your Representative was authorized by you. We will only act on an original written direction from you to close your Account or to transfer substantially all the assets of your Account.

B. You will give us written notice of the name and title of each person who is authorized to act on your behalf under the Agreement. Your authorization may be changed only through written notice to us from you. Both the original written notice and the written notice of changes must be in a form acceptable to us.

C. Addresses for notice are provided on the signature pages to the IMA Form. Changes to the addresses for notice may be made by any party by written notice to all other parties.

25. Miscellaneous

A. The Agreement sets forth the entire agreement between you and BMO. The Agreement supersedes all prior or contemporaneous written or oral negotiations, correspondence, agreements, and understandings (including all preexisting investment management

agreements, which are hereby cancelled) in connection the Services. Any agreements you have with our affiliates for separate services will not affect the rights, duties, and responsibilities of BMO and you under the Agreement.

B. We may amend the Agreement, including the Terms and Conditions, without your prior consent. We will promptly notify you of any amendment. If you object to the amendment, you may exercise your right to terminate the Agreement.

C. The provisions of the Agreement are severable. If any portion of the Agreement is held unenforceable in whole or in part in any jurisdiction, the unenforceability will affect only that portion in that jurisdiction. The unenforceability will not affect that portion in any other jurisdiction, or any other portion of the Agreement in any jurisdiction.

D. The waiver by any party of another party’s breach of the Agreement will not operate or be construed as a waiver of any subsequent breach.

E. The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. The Agreement may be in the form of an electronic record and may be executed using electronic signatures (including manually executed paper documents that are sent via facsimile, pdf, or other electronic means). These shall be considered an original and have the same legal effect, validity, and enforceability as an original paper record.

F. We are an independent contractor and not your employee. This Agreement does not create any employment, partnership, joint venture, or other relationship between you and BMO.

G. Regardless of your country and state or province of residence, the Agreement and the relationship between you and BMO is governed by and construed in accordance with U.S. federal law and Illinois state law, excluding Illinois’ choice-of-law principles. All claims relating to the Agreement are governed by U.S. federal law and Illinois state law, excluding Illinois’ choice-of-law principles. Nothing in the Agreement will be construed as inconsistent with ERISA, if applicable, the Investment Advisers Act of 1940, or any rule, regulation, or order of the Department of Labor of the Securities and Exchange Commission.

H. If there is more than one “Client” on your Account, the Agreement is equally applicable to all Clients. You and any other Clients on your Account are jointly and severally liable for all Account obligations and expenses. Any notice or other communication sent to your address of record is presumed to have been sent to all persons who are Clients under the Agreement.

26. Privacy Notice; Public Disclosures for Certified Financial Planners

A. If you are a consumer, we will use and maintain your personal and financial information in accordance with our Privacy Notice. You acknowledge (i) your receipt, review, and understanding of the Privacy Notice; (ii) that your execution of the Agreement constitutes your agreement to the Privacy Notice, including any amendments to the Privacy Notice; (iii) that the Privacy Notice is available on

our website; and (iv) that upon request, we will provide you the Privacy Notice, without charge. We are not responsible for the use of your personal and financial information by third parties, including Subadvisers, brokers, and third-party custodians, if any, that you authorize to have access to your Account or your personal and financial information.

B. If you are a consumer and a California resident, you can learn more about the personal information BMO and its affiliates collect, how it is used and stored, and what rights you may have under the California Consumer Privacy Act by reviewing our policy at <https://www.bmo.com/ccpapolicy>.

C. Certain of our employees that assist with your Account may be Certified Financial Planners. The Certified Financial Planner certification is administered by the Certified Financial Planner Board of Standards, Inc., the professional body for personal financial planners in the U.S. Additional information regarding the CFP® certification, as well as public discipline and bankruptcy information for persons holding the CFP® certification, if any, can be found at www.CFP.net/search. For more detail regarding bankruptcy information, please visit the U.S. Court's Public Access to Court Electronic Records (PACER) website, which can be found at https://pacer.login.uscourts.gov/cgi-bin/login.pl?court_id=00pcl. Please note that you will be required to register and pay a nominal fee to view any information on the PACER website.

27. Identification

To help the government fight the funding of terrorism and money laundering, federal law requires financial institutions to obtain, verify, and record information that identifies each client, the beneficial owners of each client, and any attorney-in-fact or legal representative for a client. You will be required to provide identification information (including information for all related entities executing the Agreement), including address, date of birth, and other information. You may also be asked to provide a driver's license or other identifying documents. For legal entities, you must identify controlling parties and beneficial owners, and provide certain other information. From time to time, you will be required to provide updated identification information.

Special Provisions Applicable to Former Bank of the West Clients

Pursuant to Section 13 of the Terms and Conditions of the Investment Management Agreement-Exhibit A to your Investment Management Agency Agreement ("Prior Terms"), these Terms and Conditions will replace the Prior Terms on September 1, 2024.

As used in these Terms and Conditions, the term "IMA Form" includes the Bank of the West Investment Management Agency Agreement that governs your Account. Unless an asset of the Account is a Directed Asset, we will have full investment authority over all assets in the Account. Subject to the terms of this Agreement, we will provide investment management for the Account in a manner we believe to be consistent with the investment objectives and investment restrictions you identify to BMO from time-to-time in writing as reflected in your Investment Policy Statement. We will regularly review your Account and may, without your prior approval, make investments or reinvestments in the Account that we deem in your best interest. You appoint BMO as your agent and attorney-in-fact, with full discretionary authority and the broadest powers allowable by law, to perform this discretionary responsibility. You agree to sign and deliver a limited power of attorney as we may request for this purpose.

As provided in Section 14 of these Terms and Conditions, fees and expenses charged to your Account will be deducted from the assets in your Account. Until such time as you make an election otherwise, those fees and expenses will be allocated in the same manner as they were when your Account was with Bank of the West.

"Proprietary Funds" are mutual funds for which BMO or its affiliates or subsidiaries serve as investment adviser or subadviser or provide similar investment services.

"Proprietary Products" are proprietary products other than Proprietary Funds that are offered or sponsored by BMO or its affiliates, or for which BMO or its affiliates receive compensation. Proprietary Products include structured notes that are issued and distributed by BMO or its affiliates, and equity offerings that may be distributed by BMO or its affiliates.

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