Account Title	Account #

RAYMOND JAMES®
CONSULTING SERVICES

Raymond James Consulting Services Investment Management Client Agreement

The undersigned party ("Client(s)") hereby retains Raymond James & Associates, Inc., ("RJA"), a registered broker/dealer and investment adviser, to establish an account(s) in the Raymond James Consulting Services ("RJCS") separately managed account program (the "Program") sponsored by RJA, and to provide investment advisory, brokerage and other services in accordance with the terms and conditions set forth in this investment management agreement ("RJCS Agreement"). RJA acts as custodian or sub-custodian, as applicable, for funds and securities deposited in Client's Account(s). For Individual Retirement Custodial Accounts (IRA Accounts), Raymond James Trust Company of New Hampshire is custodian (RJ Trust Co NH – Custodian) and IRA accounts are sub-custodied by RJA. Obligations, rights, duties, responsibilities, and limitations on the scope of services and liability of AMS as described herein shall be construed as obligations, rights, duties, responsibilities, and limitations on the scope of services and liability of RJA. Client acknowledges that the services provided under this RJCS Agreement may be provided by a financial advisor, as designated by Client herein, that may be registered as a securities agent of Raymond James Financial Services, Inc. ("RJFS"), an investment adviser representative of Raymond James Financial Services Advisors, Inc. ("RJFS Advisors"), or an independent investment adviser representative affiliated with RJFS. RJFS is a registered broker-dealer and RJFS Advisors is a registered investment adviser with the Securities and Exchange Commission and both are corporate affiliates of RJA. AMS, RJA, RJFS and RJFS Advisors will be hereafter collectively referred to as "Raymond James".

Appointment.
Client appoints RJA, through its operating division Asset Management Services ("AMS"), to act as Client's investment adviser in recommending and monitoring investment disciplines offered by affiliated or unaffiliated investment advisers registered with the Securities and Exchange Commission ("Manager(s)") with whom AMS has entered into a subadvisory agreement. As noted in the Investment Discipline Selection section of this RJCS Agreement, the investment discipline(s) selected by the Client will determine whether AMS or the Manager(s) will exercise discretionary investment authority over assets designated by the Client to the Manager's investment discipline(s).

Certain Managers classified as "Model Managers" deliver model portfolios to AMS comprised of securities recommended by the Model Manager ("Model Portfolios") for designated investment disciplines, and thereafter will communicate periodic updates to AMS as changes occur to such Model Portfolios. Should Client select a Model Portfolio investment discipline, AMS exercises discretionary investment authority to effect purchases and sales of Model Portfolio securities. For all other investment disciplines not classified as Model Portfolios (hereafter separately managed accounts, or "SMAs"), the SMA Manager will exercise discretionary investment authority.

Establishment of Account.
Upon Client's selection of a Manager's investment discipline by completion of this RJCS Agreement and the deposit of cash and/or securities in the custodial account, AMS shall establish account(s) in the name of Client to be managed by Manager or AMS ("Account(s)") in accordance with the terms of this RJCS Agreement. Client has provided all requested information necessary to open an account and has received a copy of all applicable account opening documentation ("Client Agreement"). A copy of the information provided by Client, along with any other written instructions and selections supplied by Client in this RJCS Agreement, including restrictions, will be supplied to the SMA Manager(s) upon that SMA Manager's selection by Client. AMS and the SMA Manager(s) are entitled to rely on the financial and other information provided by Client in the Client Agreement, which supplements this RJCS Agreement, and together, forms the basis of Client's relationship with Raymond James and the Client's participation in the Program.

Duties of AMS and Manager.
Client hereby authorizes Manager as subadviser or AMS to assume all investment duties with respect to assets held in the Account and to exercise sole investment authority with respect to such assets. The SMA Manager or AMS shall invest and reinvest the assets of the Account in such stocks, bonds, or other property of any kind as it deems in the best interest of Client in order to achieve the investment objective(s) identified by Client, without regard to holding period, portfolio turnover or resulting gain or loss. The SMA Manager or AMS will exercise its discretion and deal in and with such assets exactly as fully and freely as Client might do as owner, with or without further consent or authority from Client, except that the SMA Manager or AMS are not authorized to withdraw any money, securities, or other property either in the name of Client or otherwise unless expressly authorized by Client.

No Model Portfolio recommendations made by a Model Manager to AMS pursuant to its subadvisory agreement with AMS will be based on the circumstances of, or otherwise tailored to, any individual Client, or deemed to be investment advice to or for any Client. Investment advice provided to a Client selecting a Model Manager's investment discipline pursuant to this RJCS Agreement shall be furnished to Client solely by AMS.

Client understands the SMA Manager, or AMS for selected Model Portfolios, will exercise discretion with respect to the day to day investment management of Client's Account continuously during the term of this RJCS Agreement. Additionally, Client acknowledges and agrees that for certain disciplines in which the SMA Manager assumes discretionary investment authority, Raymond James and/or AMS will share with SMA Manager transactional data on the Account and other identifying information regarding Client and Client's Account, as needed or requested by SMA Manager for purposes of providing services to Client's Account. Client may request reasonable restrictions on the investments made within Client's Account, or Client may reasonably modify existing restrictions previously accepted by the SMA Manager or AMS, as set forth under the Trade Restriction Request section of this RJCS Agreement or as otherwise provided by Client in writing satisfactory to AMS and Manager. However, Client understands AMS and Manager cannot accept instructions that prohibit or restrict the purchase of specific securities or types of securities held within mutual funds or exchange traded products purchased by the SMA Manager or recommended by a Model Manager, where applicable, in Client's Account.

Reasonable restrictions may include that AMS or Manager place certain industry or product type investment restrictions on the Account. Client understands that AMS or Manager, as applicable, may determine the requested restriction is not reasonable in their sole discretion. If any of the restricted Securities are currently held in the Account, Client understands they will be sold at the time the restriction is accepted without regard to tax consequences. In accommodating Client's restriction request, Client understand that in lieu of purchasing a restricted Security, AMS or Manager, as applicable, may in its sole discretion either (i) select an alternative security, (ii) use the funds to invest in additional shares of current portfolio holdings, or (iii) hold the funds in Client's cash sweep account. Notwithstanding the foregoing, in general, in accommodating Client's restriction request in a Model Manager's Model Portfolio where AMS exercises discretion, AMS will select an ETF it believes is representative of the Model Portfolio strategy or discipline; however, if Client's Account is enrolled in the Tax Overlay Service, in lieu of purchasing a restricted Security the Account assets will be invested in additional shares of the non-restricted Model Portfolio on a pro rata basis. Client understands that any investment restriction imposed on the Account may impair the attainment of Client's investment objectives and the performance of the Account may materially differ from Accounts in that same strategy or discipline Program that do not have investment restrictions. AMS shall take receipt of prospectuses, where applicable, and will provide Client copies of such prospectuses upon request.

AMS's recommendation of an investment discipline to Client will be based on the Manager's investment philosophy and policies, its record as an investment adviser, and AMS's determination that the investment discipline of the Manager chosen by Client is consistent with Client's investment objectives and to information provided by Client. Client acknowledges that Client has had an opportunity to obtain information and consult with anyone of Client's choosing regarding a Manager's investment techniques, disciplines, and related risk factors, and Client understands that Client has final approval of the selection of an investment discipline. In the event AMS changes its opinion of a Manager or investment discipline such that AMS no longer recommends that Manager or one or more investment disciplines, Raymond James will notify Client, and Client will be asked to select a new Manager or investment discipline. In the event Client wishes to retain a Manager or investment discipline against the recommendation of AMS, AMS may terminate this RJCS Agreement.

Neither AMS nor the SMA Manager will be obligated to render any advice or take any action on Client's behalf with respect to securities held in Client's Account, or the issuers thereof, which become the subject of any legal proceedings, including bankruptcies and shareholder litigation. The right to take any actions with respect to legal proceedings, including without limitation bankruptcies and shareholder litigation, and the right to initiate or pursue any legal proceedings with respect to securities held in Client's Account shall be expressly reserved to Client, and Client will not be obligated to join other parties as a condition precedent to initiating or participating in such a proceeding. Notwithstanding the foregoing, if your Account is an eligible account it will be auto-enrolled in the Class Action Recovery Service provided by RJA, in its capacity as the custodian or sub-custodian of your accounts, as applicable, and your enrollment authorizes us to automate the class action claim process for your accounts. Material terms of the Class Action Recovery Service may be found in the "Class Action Recovery Service" paragraph of the *Important Client Information*.

If the security or property held in the Account is accompanied by voting rights, Client understands that Client has the right to retain the authority to exercise or delegate such voting rights to a third party, as Client may choose. Unless otherwise instructed by Client, the Manager or AMS shall exercise such voting rights in the manner it deems appropriate. Manager and AMS shall have no responsibility to exercise voting rights with respect to securities for which the proxy materials are not available to Manager or AMS. Manager and AMS shall have no responsibility to exercise investment duties with respect to assets that have not been deposited in Client's Account, or when such assets are in transit to a new custodial account, or when the custodian has not received instruction from the Client authorizing Manager or AMS to exercise investment discretion over the assets.

Raymond James will notify Client in writing, at least quarterly, to contact Raymond James if there have been any changes to Client's financial situation or investment objectives, or any other changes to information provided by Client, and if Client wishes to change or impose any reasonable management restrictions. Although AMS will, at least annually, contact Client to determine whether there have been any changes to Client's financial situation or investment objectives, or any changes to information provided by Client. Client is solely responsible for notifying Raymond James in writing of any material change in the information provided by Client or in Client's financial circumstances, including any changes to, or additions of, reasonable management restrictions that may affect the manner in which Client's assets are invested.

AMS has established workflow processes for managed accounts to improve the efficiency of processing activities such as the opening of new RJCS Program Accounts, investment discipline changes, investment of cash contributions, disbursement requests and Account terminations. Processing times may differ based on paperwork requirements, the types of securities being bought or sold and the level of complexity involved in each of these processes. The turnaround time necessary for AMS to process Client instructions or requests involving such activities may require several business days to complete under normal market conditions. As a result, Client understands that any instruction or request submitted by Client involving such activities is not considered a market order, and while delays may result due to the volume of similar requests received by AMS, any such instruction or request will be processed by AMS in an efficient and timely manner.

In its capacity as Subadviser, AMS offers the Tax Overlay Service (or "TOS") as an overlay feature for certain AMS Managed Programs that use model portfolio strategies and/or disciplines. The Tax Overlay Service is provided by AMS utilizing a third-party service provider and is separate and apart from the investment advisory services AMS provides through your Advisory Account under this Program Agreement. The Tax Overlay Service is governed by the Master Tax Overlay Service Agreement ("MTOSA"), which is an Additional Agreement to any Account you elect to enroll in the Tax Overlay Service. Each Advisory Account enrolled in the Tax Overlay Service is assessed a TOS fee pursuant to the MTOSA, and such TOS fee is in addition to the Fee that you pay under this Program Agreement. Enrollment is optional, and if elected as a feature by you, your Tax Overlay Service selections and data will be confirmed to you in a written confirmation along with your other Account details and feature ("Advisory Feature Summary"). Please refer to the MTOSA and the Disclosure Documents for additional information, as well as your Feature Supplement, which refers to the feature specific information which highlights certain key terms and risks of the Tax Overlay Service, you receive along with your Advisory Feature Summary upon enrollment of an eligible account in Tax Overlay Service under the MTOSA.

Investment Discipline(s).
Client shall designate the investment discipline of each Account. It is important to review investment objectives, risk tolerance, tax objectives and liquidity needs before selecting a discipline. In making an investment decision, Client understands that other information sources and the advice of Client's financial, legal, or tax advisors may be utilized by Client. In order to change the investment discipline of an Account, Client must submit a verbal or written request satisfactory to AMS, subject to verification. AMS will provide Client written confirmation of a change to the investment discipline of the Account when initiated by Client via verbal request.

Execution Services.
Client represents that Client has established a custodial account with Raymond James and the financial advisor designated by Client herein or otherwise as provided by Client in writing satisfactory to Raymond James. Client instructs the SMA Manager to direct Account execution services to RJA, where applicable. Notwithstanding the foregoing, subject to the Manager's obligation to seek best execution for securities transactions for Client's Account(s) where applicable, the Manager may effect securities transactions through brokers or dealers other than RJA (a practice referred to as "trading away").

Brokerage commissions and other charges for transactions not effected through RJA, if any, are generally charged by the executing broker or dealer (see "Asset-Based Fees" section below). Client acknowledges that the asset-based fee paid by Client does not include transaction charges for securities transactions effected through firms other than RJA and such costs will be in addition to the wrap fee assessed by Raymond James. Additional information regarding such transactions, including factors considered by the Manager in making such an election, is available in RJA's Wrap Fee Program Brochure and the Manager's Form ADV Part 2A or equivalent disclosure document.

In the event that the Manager elects to trade equity securities away from RJA, Raymond James will notify Client via a trade confirmation report that the equity trade was executed with a broker-dealer other than RJA, and will provide information regarding brokerage commissions associated with such trades, if any, in a separate report to Client. Client directs AMS to effect transactions for Model Portfolio Accounts through RJA. Under Section 11(a) of the Securities Exchange Act of 1934, Client must consent when AMS effects a transaction for the Account on an exchange of which RJA is a member. Client specifically consents, in the absence of contrary written instructions, to RJA's acting as broker, and being compensated for effecting transactions for the Account on exchanges of which RJA is a member.

Client understands that mutual fund redemption transactions may have tax consequences that should be discussed with Client's financial or tax advisor. Client further understands that any securities used to fund the Account or that are later deposited to the Account may be sold by AMS, thus creating a capital gain or loss depending on the cost basis of the securities. Client should consult their tax advisor for advice on the tax implications of such transactions.

Asset-Based Fees.
Client shall pay Raymond James an annual asset-based fee ("Fee") at the rate shown in the attached Asset-Based Fee Schedule. Client understands that the Fee includes compensation to the financial advisor and Raymond James for its execution and advisory services, as well as the subadvisory fee to be paid to the Manager(s).

Client agrees that the subadvisory fee paid to the Manager(s), and the financial advisor's and Raymond James's compensation may be changed at any time without notice to or consent from Client; however, in no event will the total Fee charged to Client's Account be increased without Client's consent.

Client may negotiate the Fee with the financial advisor or other representative of Raymond James designated by Client. Factors involved in such negotiation may include the size of the brokerage account, anticipated additional execution costs related to Managers that trade away from RJA, Raymond James's policy with respect to discounts, and the Client's relationship with Raymond James's financial advisor. Client understands that unless a lower rate has been negotiated by Client, Client should expect Raymond James will charge Fees based upon the schedule set forth herein. Until paid, any Fee due shall constitute a lien upon the assets of the Account and any other account Client holds with Adviser (excluding any retirement accounts). Adviser (the registered investment adviser your investment adviser representative is associated with), or its designee, may, in its sole discretion, liquidate any and all assets in Client's Account to satisfy any Fees due in this Account without prior notice to Client and without regard for any previous demand or agreement concerning time for payment; provided, however, any lien on a non-retirement account cannot be satisfied by payment from, or liquidation of assets in, a retirement account. Furthermore, debts due and owing, including the Fee, on a retirement account will be satisfied by deducting payment from, or liquidating assets in, the retirement account (or as directed by Client) in accordance with Client's Individual Retirement Custodial Account Agreement and Disclosure Statement. In the event of liquidation, Client will be liable for any losses incurred..

Client understands the Fee does not include brokerage commissions resulting from transactions effected through or with broker-dealers other than RJA, "trading away", or mark-ups, mark-downs, spreads or other charges associated with principal transactions, if any, which may include transactions in certain fixed income securities. RJA does not separately itemize such commissions, mark-ups, mark-downs, spreads, or other charges, if any. The Fee includes all execution charges except certain dealer-markups and odd lot differentials, taxes, exchange fees and any other charges imposed by law with regard to any transactions in the Account. Client may also incur charges for other services provided by RJA not directly related to the execution and clearing of transactions including, but not limited to, interest charges on margin loans and fees for legal or courtesy transfers of securities.

Billing.
The annual Fee is assessed quarterly in advance, except for certain limited circumstances as further described in the Disclosure Documents. When the Account is incepted, the Fee is billed for the remainder of the current billing period and is based on the initial contribution. The initial Fee payment will become due in full on the date of Account inception. Subsequent quarterly Fees will be calculated based on the Account Value as of the last business day of the previous calendar quarter and will become due the following business day.

If cash or securities, or a combination thereof, amounting to at least $100,000 are deposited to or withdrawn from Client's Account on an individual business day in the first two months of the quarter, Client authorizes Raymond James to: (i) assess a Fee to the deposited assets based on the value of the assets on the date of deposit for the pro rata number of days remaining in the quarter, or (ii) refund prepaid Fees based on the value of the assets on the date of withdrawal for the pro rata number of days remaining in the quarter. No additional Fee or adjustments to previously assessed Fees will be made in connection with deposits or withdrawals that occur during the last month of the quarter unless requested by Client, subject to Raymond James' approval, in its sole discretion. Raymond James may take any action it considers fair and reasonable with respect to the application of Fee adjustments based upon its review of the timing and amounts of deposits to and withdrawals from Client's Accounts, inclusive of when the source and destination of deposits and withdrawals involve Client's other fee-based advisory accounts.

Client authorizes and directs custodian or sub-custodian, as applicable, to deduct the Fee from Client's Account. Client further authorizes and directs the custodian or sub-custodian, as applicable, to send a quarterly statement to Client which shows all amounts disbursed from Client's Account, including Fees paid to Raymond James. Where RJA serves as Client's custodian or sub-custodian, as applicable, Client understands that the statement supplied to Client by Raymond James will show the Account Value on which the Fee was based and the manner in which the Fee was calculated; all Fees paid to Raymond James from Client's Accounts will be reported on the quarterly statement or Client will be notified separately via invoice.

Should Client change investment disciplines from one Manager to another Manager, any prepaid Fee will be reimbursed for the period not managed under the previous Manager's investment discipline and billed for the remainder of the period for the newly designated Manager investment discipline. This refund and additional deduction will be reflected on the statement. For the purposes of this RJCS Agreement, the term "Account Value" shall mean the total of the absolute market values of each of the non-cash assets (e.g., securities, other investment vehicles) in the Account, long or short, including all cash credit balances, but excluding cash debit balances and non-billable assets. Please refer to RJA's Wrap Fee Program Brochure for additional information, inclusive of the treatment of cash for billing purposes.

Transaction Costs and Procedures.
All fees and charges applicable to transactions for the Account shall be payable by Client. Client understands that the Manager's services generally do not include the selection of brokerage firms and that neither AMS's nor the Manager's services include the negotiation of brokerage fees or commission rates.

Client acknowledges that, because the Manager's services do not generally include selection of brokerage firms and that neither AMS's nor the Manager's services include the negotiation of brokerage fee or commission rates, Client will not necessarily obtain execution of transactions or brokerage rates as favorable as those which might be obtained through an investment manager which does undertake to select brokerage firms or to negotiate rates with those selected firms. Client acknowledges that the fees and charges payable under this RJCS Agreement may be higher than the aggregate amount of fees and charges Client would pay if Client were to negotiate the fees and charges of each service provider and securities transaction separately, if available.

Withdrawal from Accounts.
Client may withdraw cash or securities in the Account upon providing verbal or written notice to Raymond James, subject to verification. Client may submit written request to withdraw cash from the Account on a periodic basis. Client hereby authorizes the financial advisor designated herein (or the financial advisor's successor) to effect withdrawals from the Account pursuant to Client's request and on Client's behalf, except that such withdrawals may be refused if the withdrawal could reduce the Account balance below the Account minimum. All efforts will be made by AMS to process a withdrawal request in an efficient and timely manner. However, any such request is not considered a market order and delays may result due to factors including, but not limited to, the volume of similar requests received by AMS, the types of securities involved and open trades as of the date of Client's withdrawal request, and trade communication and coordination between AMS and the Manager(s). Client understands that the turnaround time necessary for AMS to process Client's withdrawal request may require several business days to complete under normal market conditions, and will generally be processed in the order in which it is received by AMS.

Resulting trades, if any, will be executed at market prices. Raymond James is not responsible for changes in market prices that occur between its receipt of a request to withdraw cash and trade execution.

If Client withdraws assets from the Account prior to delivering proper notice to AMS, Raymond James shall not be responsible, nor liable to Client, for losses to the Account that may result from the need to reverse transactions in the Account for which those assets were to be utilized but were not available. Raymond James reserves the right to terminate the Client's Account or this RJCS Agreement where the total value of cash and securities in the Account falls to a value which Raymond James determines cannot be economically or effectively managed due to the small account size. Client understands that the Account is not intended as a short-term investment vehicle and that such withdrawals from the Account may impair the achievement of Client's stated investment objective(s).

Successors and Assigns.
No party may assign any of its rights, powers or duties under this RJCS Agreement without the other party's written consent. Notwithstanding the foregoing, RJA may assign its rights, responsibilities and obligations to a parent (direct or indirect), subsidiary or an affiliate thereof. Successors of an entity may assume the obligations, rights or responsibilities under this RJCS Agreement without written consent of all parties if there is no change in actual control or management of the entity and no material change in the ability to perform services contemplated under the RJCS Agreement.

Termination of Participation in the RJCS Program.
AMS or Raymond James may terminate this RJCS Agreement at any time by providing notice of such election to Client. This RJCS Agreement will terminate automatically upon receipt by Raymond James of notice of the death of the Client. Client may terminate this RJCS Agreement by providing Raymond James verbal or written notice, subject to verification. Client hereby authorizes the financial advisor designated herein (or the financial advisor's successor) to terminate the Account pursuant to Client's request and on Client's behalf. AMS will provide Client written confirmation of termination of this RJCS Agreement when initiated by Client via verbal request or instruction to Client's financial advisor.

All efforts will be made by AMS to process the termination request in an efficient and timely manner. However, any such request is not considered a market order and delays may result due to factors including, but not limited to, the volume of similar requests received by AMS and trade communication and coordination between AMS and the Manager(s). Client understands that the turnaround time necessary for AMS to process Client's termination request may require several business days to complete under normal market conditions, and will generally be processed in the order in which it is received by AMS. Resulting trades, if any, will be executed at market prices. Raymond James is not responsible for changes in market prices that occur between its receipt of the termination request and trade execution. Upon termination of the Account, Client acknowledges that Raymond James will have no further obligation to recommend or take any action with respect to the securities or cash in the Account. Upon termination, Client shall receive a refund of any unearned portion of the prepaid Fee. Termination shall not affect Client's responsibility for transactions initiated prior to AMS's receipt of the termination notice. All Fees or charges accruing prior to the termination of the Account will be deducted from the assets of the Account. Upon termination of this Agreement, unless specific written instruction is received from the Client (or from the financial advisor on behalf of the Client), RJA may liquidate any securities in the Account and the Account will be converted to a commission-based brokerage account.

For Accounts managed by an SMA Manager prior to termination, you understand and agree that in the event of liquidation of any Securities in the Account following termination of the SMA Manager, that such liquidation will be affected by RJA and not the terminated SMA Manager. Because the SMA Manager may have invested the Account in certain Securities for which there is a limited or specialized market, you may not receive pricing as favorable upon termination as you would have received if the sales were directed by the SMA Manager prior to termination. Client shall refer to the Client Agreement for additional information regarding commission-based brokerage accounts. Any proceeds from liquidation, along with any cash balance in the Account, may be sent via check to Client's address of record.

Liability.
Raymond James shall not be liable to Client for any loss incurred in connection with recommendations or investment decisions made or actions taken on Client's behalf, or in connection with errors of judgment in managing the Account, that were not resulting from Raymond James' negligence, willful misfeasance, or reckless disregard of its duties hereunder. Performance is not guaranteed. All investments include risk and have the potential for both loss and gain. However, there may be circumstances in which Raymond James may be liable. Specifically, Federal and state securities laws impose liability in certain circumstances on persons who act in good faith, and nothing in this RJCS Agreement shall constitute a waiver of any rights that Client may have under applicable state or federal laws. Manager(s) shall not be liable to Client for any loss incurred in connection with recommendations or investment decisions made or actions taken on Client's behalf, or in connection with errors of judgment in managing the Account, that were not resulting from Manager's negligence, willful misfeasance, or reckless disregard of its duties hereunder. Neither Raymond James nor any Manager shall be liable to Client for any loss resulting from any act or omission of Client. The assessment of suitability of investments made by Raymond James on behalf of Client is based on information Client has provided to their financial advisor and Raymond James. To the extent Client fails to inform their financial advisor and Raymond James of his/her particular financial circumstances, including providing information about investments held by Client through an investment adviser and/or brokerage firm other than Raymond James, Client understands that Raymond James is limited in its ability to ensure that investments it makes on behalf of Client are appropriate for Client in light of Client's overall financial circumstances and investment objectives.

Disclosure.
AMS is a division of RJA, which is registered as investment adviser and broker-dealer with the Securities and Exchange Commission. Client should refer to the Client Agreement and the Wrap Fee Program Brochure of RJA for further information regarding RJA's business relationships with affiliated entities and its custodial services with respect to cash reserves of Client accounts. With respect to cash reserves of the Account, the custodian of the Account assets will determine what cash reserve options are available to Client. Where RJA acts as custodian or sub-custodian, as applicable, Client may be offered one or multiple options based on their account type. The Managers in the Program are registered as investment advisers with the Securities and Exchange Commission. Please refer to the Form ADV Part 2A or equivalent disclosure document of each Manager selected by Client a copy of which may be requested from Client's financial advisor, for further information regarding that Manager's services, key personnel, policies and practices, and business relationships with affiliated entities. Carillon Tower Advisers, Inc., RJA, RJFS and RJFS Advisors are wholly-owned subsidiaries of Raymond James Financial, Inc., a publicly owned corporation. Chartwell Investment Partners, LLC, Clark Capital Management Group, Inc., Eagle Asset Management, Inc. and Scout Investments, Inc. are wholly owned subsidiaries of Carillon Tower Advisers. Cougar Global Investments Limited is an affiliate of Carillon Tower Advisers and a wholly-owned subsidiary of Raymond James International Canada.

Acknowledgement of Receipt of Disclosure Brochure.
RJA's Wrap Fee Program Brochure and Manager's Form ADV Part 2A are integral parts of this Agreement and Client's relationship with RJA. As required by Rule 204-3 under the Investment Advisers Act of 1940, Client certifies receipt of RJA's Wrap Fee Program Brochure, Part 2A of Manager's Form ADV or equivalent disclosure document and applicable Brochure Supplements. A copy of RJA's Wrap Fee Program Brochure may be found at: https://www.raymondjames.com/legal-disclosures.

ERISA Plans.
If an Account is established on behalf of an employee benefit plan subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") (the "Plan"), as the person(s) executing this RJCS Agreement on behalf of the Plan, Client hereby represents that they are a "Named Fiduciary" as that term is contemplated by ERISA, with respect to the control or management of the assets of the Plan, and that Client is empowered and has the authority to appoint RJA as a service provider for the Plan. Client hereby acknowledges that the designation of RJA as a service provider, and the investments and related transactions contemplated by this RJCS Agreement, are consistent with and permissible under the Plan's governing documents and ERISA.

U.S. Department of Labor regulations require a "covered service provider" to disclose to a "responsible plan fiduciary" of an employee benefit plan subject to ERISA certain information in connection with the services that a service provider provides to a plan, to assist the responsible plan fiduciary in evaluating the reasonableness of fees and expenses in light of the services available to a plan. Raymond James' comprehensive disclosure document is available at https://www.raymondjames.com/-/media/rj/dotcom/files/wealth-management/advice-products-and-services/financial-and-retirement-planning/cdd-408b2.pdf. By signing, you acknowledge that you (i) are the responsible plan fiduciary, (ii) authorize engagement of RJA to provide services to the Plan, (iii) have read and understand the disclosure, and (iv) agree that the fees and expenses to be paid are reasonable.

Arbitration and Dispute Resolution.
All disputes and controversies which may arise between Client, Raymond James and any Manager concerning any transaction, or the construction, performance or breach of this or any agreement between Client, Raymond James and its affiliates shall be resolved in accordance with the "Arbitration and Dispute Resolution" provisions of the separate Client Agreement signed by Client in establishing the custodial account.

Nothing in this RJCS Agreement shall constitute a waiver or limitation of any rights which the Client may have under applicable state or federal law to pursue remedies against Raymond James or a Manager in other forums, including state and federal courts.

Representations by Client.
Client represents that the terms hereof do not violate any obligation by which Client is bound, whether arising by contract, operation of law, or otherwise. If acting as a fiduciary, Client represents that: (a) the investment objective(s) designated by Client is within the scope of the investments and policies authorized by the governing instrument; (b) Client is authorized by the governing instrument to delegate discretionary investment management authority to an investment manager, as set forth in this RJCS Agreement; and (c) Client will deliver evidence of Client's authority to act as Raymond James may reasonably require, whether by way of certified resolution, trust agreement, ERISA Plan, or otherwise.

Client represents that Client is of the age of majority according to the laws of Client's state of residence. Client further represents that Client is not an employee of any exchange or a member firm of any exchange or member of the Financial Industry Regulatory Authority ("FINRA"), or of a bank, trust company or insurance company unless Client notifies Raymond James to that effect. If Client becomes so employed, Client agrees to notify Raymond James promptly. Client also represents that no persons other than those signing this RJCS Agreement have an interest in the Account.

Notices.
All written notices from Client pursuant to this RJCS Agreement shall be deemed effective when received by Raymond James at: Raymond James & Associates, Inc., 880 Carillon Parkway, St. Petersburg, FL 33716. Written notices required from Raymond James to Client pursuant to this RJCS Agreement shall be deemed effective when sent to Client at the address provided by Client in the Client Agreement. Each party shall be entitled to presume the correctness of such addresses until notified to the contrary. Receipt of a telegram, electronic mail message or facsimile transmission by either party will constitute receipt of written notice.

Raymond James shall not be liable to Client for any action reasonably taken by Raymond James in reliance upon receipt of instructions from Client, including those communicated by the financial advisor designated herein (or the financial advisor's successor) pursuant to Client's request and on Client's behalf. Raymond James is authorized to act on oral instructions concerning Client's Account and Raymond James is not liable for acting on any false oral instructions if the instructions reasonably appeared to Raymond James to be genuine. Client authorizes Raymond James to electronically record any and all conversations between Client or Client's representative(s) and Raymond James.

Governing Law.
This RJCS Agreement shall be construed and interpreted in accordance with the laws of the State of Florida, without the application of the principles of choice of law. This RJCS Agreement is also intended to conform to the requirements of, and to be construed and interpreted in accordance with, ERISA, when applicable.

Severability.
It is understood by the parties hereto that if any term, provision, duty, obligation or undertaking herein contained is held by the courts to be unenforceable or illegal or in conflict with the applicable state law, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if such invalid or unenforceable provision was not contained herein.

Counterparts; Electronic Signatures.
This Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement. You and Raymond James each agree that the transactions contemplated by this Agreement may be conducted or performed, in the whole or in part, by electronic means and that electronic signatures, whether digital or encrypted, to this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signatures shall include any electronic symbol, sound or process attached to or logically associated with this Agreement and executed or adopted by you or Raymond James with the intent to sign this Agreement.

Amendment.
This RJCS Agreement may be amended by (1) Raymond James upon thirty days' written notice and delivered pursuant to this RJCS Agreement, or (2) by a writing approved and executed by the parties hereto.

Effective Date.
This RJCS Agreement will be effective upon execution by both Client and Raymond James.

Important Information About Opening A New Account

Federal law requires all financial institutions to obtain, verify, and record certain personal information -- including name, street address, social security number, and date of birth, among other information -- that will be used to verify Client's identity. If Client does not provide Raymond James with this information on a timely basis, Raymond James may not be able to open the Account, or if Raymond James is unable to verify Client's identity, Raymond James reserves the right to close the Account.