

Trade at Close Program Addenda

Use this form to request access to the Folio Institutional Trade at Close Program.

Instructions:

1. Complete, sign and return this form for each entity for which you would like to add Trade at Close Program access.
2. We will contact you to provide you with our approval decision and the timing for your access to the program.

Scan and Email

support@folioinstitutional.com

Fax

703-649-6288

U.S. Mail

Folio Institutional
8180 Greensboro Drive, 8th Floor
McLean, VA 22102

If you need assistance, please call us at 1-888-485-3456.

Trade at Close Program

Advisor/Manager ("Firm") Name:

Advisor/Manager ("Firm") Address:

Check if under an **Institutional Advisor Agreement**

Check if under a **Model Manager Agreement**

Date of most recent Agreement: ____ / ____ / ____

Date of most recent Agreement: ____ / ____ / ____

This ADDENDUM by and between FOLIO^{fn} Investments, Inc., ("Folio Institutional") and the Firm is entered into as of the effective date noted by the Folio Institutional signatory. This Addendum amends and supplements the Folio Institutional Advisor Agreement and or the Model Manager Agreement between Folio Institutional and the Firm (including any subsequent amendments thereto) entered into on the date noted above ("Firm Agreement").

WHEREAS, Folio Institutional has developed a system enabling investment advisors for whom Folio Institutional provides custody services and professional asset managers that make models available to clients of advisors to whom Folio Institutional provides custody services, to place rebalance orders for models containing certain mutual funds late in the afternoon prior to the cutoff time for submitting orders to those mutual funds (the "Program");

WHEREAS, Firm wishes to participate in the Program; and Folio Institutional wishes to permit Firm to participate in the Program subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Representations and Warranties.** As a condition of and in connection with its participation in the Program, Firm represents, warrants, and agrees as follows:

(a) Firm has read, and understands and agrees with the provisions of the Trade at Close User Guide (the "Guide"), including, but not limited to, the limitations and conditions of use set forth in the Guide; and

(b) Without limiting the foregoing, Firm understands and agrees that once orders are submitted through the Program, they cannot be cancelled and that the Firm is solely and exclusively responsible for any and all losses resulting from the Firm's inability to cancel such orders.

(c) Only applicable when the Firm and Folio Institutional have entered into a Folio Advisor Institutional Agreement, Firm represents, warrants, and agrees Firm has determined that the type of trading made possible by the Program is suitable and appropriate for each client and client account currently invested in models that participate in the Program and will make such determination for each client and client account prior to subscribing them to any model participating in the Program.

2. **Indemnification.** Firm indemnifies and holds Folio Institutional and its affiliates, directors, officers, employees, and agents harmless under the Firm Agreement and this Addendum from and against any and all claims, actions, costs, and liabilities, including attorneys' fees, arising from or in any way related to:

(a) computer malfunctions, system delays, communications failures or delays, capacity constraints, and any other problems or forces, foreseeable or otherwise, including human error and Folio Institutional's negligence or gross negligence, that result in the Firm's orders submitted through the Program to not be created, transmitted, received and/or executed or otherwise acted on by a fund family; or

(b) Firm's inability to cancel orders entered through the Program once submitted to Folio Institutional.

3. **Conflicts.** Except to the extent modified by this Addendum, the remaining provisions of the Folio Institutional Model Manager Agreement and Folio Advisor Institutional Agreements shall remain in full force and effect and the Firm, by signing this Addendum, reaffirms the Firm's agreement with such provisions. In the event of a conflict between the provisions of the Folio Institutional Model Manager Agreement/Folio Advisor Institutional Agreement and this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, Firm and Folio Institutional have executed this Addendum.

Firm Signature: _____

Printed Name and Title: _____

Folio Institutional Signature: _____

Printed Name and Title: _____

Date: _____