

TERMS AND CONDITIONS

Pursuant to the Investment Acknowledgement and Advisory Agreement (the “Agreement”), the signer of such Agreement (“You” or “Client”) has engaged American Century Investments Private Client Group, Inc. (“Advisor”) to render investment management services and to manage the securities in your investment accounts (“Accounts”). These Terms and Conditions (“Terms and Conditions”), along with the Agreement and any other documents referenced therein, govern your investment management relationship with Advisor and your Accounts. Whether these Accounts presently exist or are opened during the term of the Agreement, these Terms and Conditions shall apply. Capitalized terms not defined in these Terms and Conditions have the meanings and effect assigned to them in the Agreement.

As described herein, Client wishes to participate in the Program offered by Advisor with respect to Client’s Accounts (the “Program Assets”). The Program Assets will primarily be invested in mutual funds, exchange-traded funds (“ETFs”) and/or individual securities managed by Advisor or an affiliate of Advisor and/or models created and/or managed by Advisor or an affiliate of Advisor containing only mutual funds, ETFs or individual securities (“Advisor Directed Models”). In connection with the Program Assets, Advisor will select the specific investment choices, asset allocations, verify any trading, and reconcile all activities with the records of the relevant broker-dealers.

CLIENT PROFILE

Client has completed the required investment profile questionnaire provided to Client by Advisor. Client certifies to Advisor that Client has completely and accurately provided information regarding Client’s financial condition and investment objectives. Client acknowledges and agrees that Advisor bases its recommendations and decisions, if any, for Client on information that Client has provided, and that Advisor may rely on such information. Client acknowledges and agrees that the results of that investment profile questionnaire contain Advisor’s only assessment of Client’s risk profile. Client acknowledges and agrees that it is Client’s obligation to inform Advisor and Platform manager if Client needs to change their Selected Investment Risk Rating (or the corresponding Advisor Directed model). Client further agrees to notify Advisor immediately if Client’s financial condition and/or investment objectives change in any way. Client understands that Client’s failure to provide Advisor with current, accurate information could adversely affect Advisor’s and/or Platform Manager’s ability to allocate Client’s assets within the Program.

APPOINTMENT AS INVESTMENT MANAGER

(a) Client appoints Advisor as investment manager and hereby grants to Advisor full discretionary authority to invest, reinvest and otherwise deal with the Program Assets in their discretion, including without limitation the authority to select, allocate and reallocate the Program Assets in Client’s Accounts. The parties acknowledge and agree that Client grants Advisor whatever reasonable authority is necessary to carry out Advisor’s duties and obligations under this Agreement, including engaging third parties to perform such duties and obligations directly or indirectly. The parties acknowledge and agree that Advisor has no authority to manage any of Client’s assets that are not Program Assets. Such discretionary authority allows Advisor to make all investment decisions with respect to the Accounts and, when it deems appropriate and without prior consultation with Client, to buy, sell, exchange, convert and otherwise trade in any stocks, bonds, mutual funds, alternative investments and other securities.

(b) Advisor will recommend an appropriate asset allocation among the investment options in the Program and recommend investment vehicles within that program for Client’s Accounts. In selecting investment vehicles for the Accounts, Advisor will consider factors it deems relevant, including but not limited to, the investment goals and objectives of Client, and, if available, any reasonable restrictions imposed by Client on management of the Accounts including the designation of particular securities or types of securities that should not be purchased for the Accounts, or that should be sold if held in the Accounts. Client understands and is willing and able to accept the risk involved in the selection of investments and further understands that there is no assurance that Client’s investment objective will be achieved.

(c) Client understands and agrees that Advisor may retain sub-advisors, brokerage firms, platform managers, and other vendors to facilitate the opening and maintenance of your Client Accounts, including full discretionary authority to buy, sell, exchange, convert or otherwise trade in any and all stock, bonds, mutual funds, alternative investments and other securities.

INITIAL PROGRAM ASSETS

Program Assets consist of the cash, securities and debt instruments that are initially placed into the Program by Client, plus all investments, reinvestments, and proceeds of the sale of those assets, including, without limitation, all dividends and interest on investments, and all appreciation and other additions and less depreciation and withdrawals from the Accounts, and any Accounts set up in the future that Client requests be included in the Program. It is agreed by Client, that some or all of the assets initially deposited into the Account may not meet the investment guidelines of the Program, therefore, may be liquidated and reinvested by the Advisor under their discretionary authority as deemed appropriate within the investment option selected by the Client. The Program has been designed to comply with the provisions of Rule 3a-4 under the Investment Company Act of 1940, as amended.

POWER OF ATTORNEY

Client hereby authorizes Advisor, and any sub-advisor expressly designated by Advisor, as its agent and attorney-in-fact, to issue to brokers, dealers, and banks in its sole discretion, without prior consultation with Client, instructions to purchase, sell, exchange, convert and otherwise trade in and deal with any security or cash in the Accounts for the account of and risk of Client and generally to perform the services described in the Agreement.

BROKERAGE

(a) Client authorizes Advisor to designate the broker (“Broker”) for the Accounts to provide trade execution and custodial services as indicated in the Agreement, Investment Portfolio Summary, and related Client Account documents. Broker will be also appointed to serve as custodian of the Program Assets. Services provided by Broker in this capacity are provided pursuant to a separate agreement between Client and Broker. Client acknowledges that by directing brokerage, Client may not receive the benefit of the lowest trade price then available for any particular transaction for the Accounts. In effecting brokerage transactions, Advisor may consider not only available prices and commission rates (including the fact that certain transactions effected through Broker are included in the Program Fee), but also other relevant factors such as execution capabilities, research and other services provided by the broker-dealer. Advisor will have the authority to effect transactions for the Accounts with or through another broker, dealer or bank if Advisor believes that “best execution” of transactions may be obtained through such other broker, dealer or bank, including any broker-dealer that is affiliated with Advisor or sub-advisor. Client agrees to furnish any such broker, dealer or bank such authorizations as any of them or Advisor may request to implement the provisions of the Agreement.

(b) Client will instruct Broker to accept instructions from Advisor by providing notice to the Broker. Client authorizes Advisor to open broker-dealer credit accounts at applicable executing brokers and Client authorizes Advisor as attorney-in-fact to give instructions to an appropriate broker. Transactions effected by Advisor for Client’s Accounts shall be cleared and settled to Broker.

(c) Advisor may execute transactions through brokers, dealers and banks that have certain arrangements with Advisor pursuant to which Advisor receives credit (toward acquisition of research products and services) for brokerage placed with firms by Advisor.

(d) When Advisor deems a transaction to be in the best interests of the Client as well as other clients of Advisor, to the extent permitted by applicable law and regulation, Advisor is permitted to aggregate multiple client orders to obtain what Advisor believes will be the most favorable price and/or lower execution costs at the time of execution.

(e) Advisor will not be responsible for any action or inaction taken by any broker, dealer or bank or any loss incurred by reason of any action or inaction of any broker, dealer or bank.

(f) Client authorizes Advisor to instruct all brokers, dealers and banks that effect transactions for or with the Accounts to forward confirmations of transactions for Client’s Accounts to the Advisor.

PROGRAM FEE

The fee that Client pays for advisory services provided under the Agreement (the “Program Fee”) will generally only be the advisory and investment management fees charged and assessed by the underlying investments within the Journey Portfolios, which are generally mutual funds and exchange-traded funds (ETFs). These fees are assessed daily as described in each fund’s prospectus. These fees collectively are generally between .25% and .40% annually for the different Journey Portfolios, based on the weightings or allocation of such funds within each Journey Portfolio. Underlying fund fees are not fixed and may change as described in each fund’s prospectus.

The Program Fee does not cover certain charges associated with securities transactions in clients’ accounts, including: (i) any financial planning or other non-advisory services provided by Advisor, its affiliates or any vendor, (ii) dealer markups, markdowns or spreads charged on transactions in over-the-counter securities; (iii) costs relating to trading in certain foreign securities; (iv) the internal charges and fees that may be imposed by any collective investment vehicles (“Collective Investment Vehicles”), such as closed-end funds, unit investment trusts, exchange-traded funds or real estate investment trusts (such as

fund operating expenses, management fees, redemption fees, 12b-1 fees and other fees and expenses, if utilized. Further information regarding charges and fees assessed on Collective Investment Vehicles may be found in the appropriate prospectus or offering document) or other regulatory fees; (v) brokerage commissions or other charges imposed by broker-dealers or entities other than the custodian if and when trades are cleared by another broker-dealer; (vi) the charge to carry tax lot information on transferred mutual funds or other investment vehicles, postage and handling charges, returned check charges, transfer taxes; stock exchange fees or other fees mandated by law, and (vii) any brokerage commissions or other charges, including contingent deferred sales charges ("CDSC"), imposed upon the liquidation of "in-kind assets" that are transferred into the Program. With respect to this latter type of charge, Advisor may liquidate such assets transferred into a Program in its sole discretion. Clients should thus be aware that if they transfer in-kind assets into a Program, Advisor may liquidate such assets immediately or at a future point in time and clients may incur a brokerage commission or other charge, including a CDSC. Clients also may be subject to taxes when Advisor liquidates such assets. Accordingly, Clients should consult with their financial advisor and tax consultant before transferring in-kind assets into a Program.

The Program Fee does not cover certain custodial fees that may be charged to clients by the custodian. A custodian may charge a minimum account fee. Clients also may be charged for specific account services, such as ACAT transfers, electronic fund and wire transfer charges, and for other optional services elected by Clients. Accounts may be subject to transaction-based ticket charges assessed by the custodian for the purchase of certain mutual funds. Similarly, the Program Fee does not cover certain non-brokerage-related fees such as individual retirement account ("IRA") trustee or custodian fees and tax-qualified retirement plan account fees and annual and termination fees for retirement accounts (such as IRAs).

Some mutual funds assess redemption fees to investors upon the short-term sale of its funds. Depending on the particular mutual fund, this may include sales for rebalancing purposes. Please see the prospectus for the specific mutual fund for detailed information regarding such fees. In addition, a Client may incur redemption fees, when the portfolio manager to an investment strategy determines that it is in the Client's overall interest, in conjunction with the stated goals of the investment strategy, to divest from certain Collective Investment Vehicles prior to the expiration of the collective investment vehicle's minimum holding period. Depending on the length of the redemption period, the particular investment strategy and/or market circumstances, a portfolio manager may be able to minimize any redemption fees when, in the portfolio manager's discretion, it is reasonable to allow a Client to remain invested in a Collective Investment Vehicle until expiration of the minimum holding period.

If there is insufficient cash in the Accounts at the time that any fees are to be debited from the Accounts, Client understands and acknowledges that Advisor may sell or direct the sale of an amount of Program Assets to generate sufficient cash to pay the fees. This may create a taxable gain or tax loss for Client. If Program Assets are illiquid and Advisor determines that the sale of Program Assets to pay any fees is not feasible, Advisor will send Client an invoice for the fees or other fees for the quarter. Client agrees to pay this invoice within ten (10) days of receipt.

COMMUNICATIONS WITH CLIENT

(a) Client may not receive trade confirmations for each transaction made by the Advisor, unless Client notifies Broker that Client wishes to receive such confirmations.

(b) Client agrees that all communications from Advisor may be by electronic means. At least quarterly, Advisor will provide Client via electronic means a quarterly statement containing a description of all activity in Client's Accounts during the previous quarter. In addition, Client will have access to the following information via quarterly statements or through online account access:

- (i) An asset summary and performance section,
- (ii) Comparative indices,
- (iii) All transactions made on behalf of the Accounts,
- (iv) All contributions and withdrawals made by Client,
- (v) All fees charged to the Accounts, exclusive of the Program Fee, which is deducted daily from each underlying investment as described above, and
- (vi) Information indicating the market value of the Accounts at the beginning and end of the period, as well as the cost, market value, estimated annual income of each of Program Assets and the value of Program Assets in aggregate.

The quarterly statement will also include a statement to the effect that Client should contact the Advisor if there have been any changes in Client's financial situation or investment objectives, if Client wishes to impose reasonable restrictions on the management of Client's account, or if Client wishes to reasonably modify existing restrictions and such statement will explain to Client the means by which contact with Advisor may be made.

(c) Advisor will contact Client at least annually to determine whether there have been any changes in Client's financial situation or investment objectives, and whether Client wishes to impose any reasonable restrictions, or reasonably modify existing restrictions on the management of Client's Accounts.

REPRESENTATION

(a) Advisor represents that it is duly registered with either the Securities and Exchange Commission or any applicable state regulatory authority as an investment adviser under the Investment Advisers Act of 1940 (the "Advisers Act") or comparable state law. Advisor has made all notice filings and paid all fees, if any, under applicable federal or state securities laws that its current activities require it to make or pay. Advisor will obtain and maintain all such registrations, file all such notices and pay all such fees, if any, for so long as required under applicable law.

(b) By executing this Agreement, Client represents that it has the requisite legal capacity and authority to execute, deliver and perform its obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by Client and is the legal, valid and binding agreement of Client, enforceable against Client in accordance with its terms. Client's execution of this Agreement and the performance of its obligations hereunder does not conflict with or violate any provisions of the governing documents of Client or any obligations by which Client is bound, whether arising by contract, operation of law or otherwise. Client will deliver to Advisor evidence of Client's authority and compliance with its governing documents on Advisor's request.

ERISA ACCOUNTS

If this Agreement is entered into by a trustee or other fiduciary, including but not limited to one meeting the definition of "fiduciary" under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), or an employee benefit plan subject to ERISA (a "Plan"), such trustee or other fiduciary represents and warrants that Client's participation in the Program is permitted by the relevant governing instrument of such Plan. Client agrees to furnish such documents as Advisor shall request with respect to the foregoing. Client additionally represents and warrants that (a) its governing instruments provide that an "investment manager," as defined in ERISA, may be appointed and (b) the person executing and delivering this Agreement on behalf of Client is a "named fiduciary," as defined in ERISA, who has the power under the Plan to appoint an investment manager. Advisor acknowledges that it is a "fiduciary" to the Plan, to the extent that it has been retained under this Agreement with respect to the assets of the Plan.

CONFIDENTIALITY OF INFORMATION

(a) Except as may be required by law or as otherwise provided in this Agreement, Advisor and Client shall treat all information, recommendations and advice regarding the Program Assets as confidential; provided, however, that Advisor may provide any confidential information concerning Client or its Accounts to Broker, any sub-advisor, and outside service providers, provided that such parties are subject to substantially similar confidentiality provisions as those in this Agreement.

(b) The rights and obligations of Advisor and Client pursuant to this section shall survive any termination of the Agreement.

PROXY VOTING

Client agrees that Advisor will forward all matters for which a security holder vote, consent, election or similar action is solicited by, or with respect to, issuers of securities beneficially held as part of Program Assets to Client, unless otherwise agreed with Client.

LIMITATION OF LIABILITY

Advisor shall not be liable to Client for any investment or recommendation made, or any investment advice given, or any other investment action taken or omitted, except to the extent such loss is caused by gross negligence, a breach of fiduciary duty, or an illegal or wrongful act by Advisor, as applicable. Notwithstanding the foregoing, federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and nothing herein shall constitute a waiver or limitation of any rights which Client may have under any federal or state securities laws. Client acknowledges that Advisor does not make any guarantee of profit or offer any protection against loss on any Program Assets managed by Advisor on any invested Program Assets that Advisor recommended and all purchases and sales of investments shall be solely for the account and risk of Client.

In consideration of Advisor accepting Client into the Program, Client agrees to defend, hold harmless and indemnify Advisor and its officers, agents, employees, affiliates and successors from liability for any loss, claim or expense that it/they may sustain as a result of their acting on transaction instructions they believe to be genuine. Advisor will use reasonable procedures to confirm that instructions submitted by any account owner or trustee online, by telephone, fax, in writing, or by any other means acceptable to

Advisor, are genuine, including personal identification, recording of telephone conversations and providing written or electronic confirmation of each transaction. Client acknowledges that neither Advisor nor its affiliated companies or agents shall be responsible or liable for any damages related to online services including but not limited to those caused by theft, unauthorized

access, failure of electronic or mechanical equipment, communications line failure or telephone or interconnectivity problems or other occurrences beyond their control.

THIRD PARTY BENEFICIARIES

Client acknowledges and agrees that any sub-advisor appointed by Advisor and/or Broker, or any other vendor retained by Advisor are intended third party beneficiaries of this Agreement. Such sub-advisor are not liable to Client for any investment or recommendation made, or any investment advice given, or any other investment action taken or omitted, except to the extent such loss is caused by gross negligence, a breach of fiduciary duty, or an intentionally illegal or wrongful act by such sub-advisor. Notwithstanding the foregoing, federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith, and so nothing herein shall constitute a waiver or limitation of any rights which Client may have under any federal or state securities laws.

TERMINATION

Upon receipt of an executed copy of the Agreement from Client, Advisor will forward to Client copies or links to Advisor's Form ADV Part 2A, along with the same for any sub-advisor. This Agreement is effective upon acceptance by Advisor. Client has the right to cancel the Agreement within five (5) business days of the later of Advisor's acceptance by giving written notice of such cancellation to Advisor. In such event, any Program Fees or other fees described herein paid by Client shall be refunded to Client, but Client shall be responsible for any transactions executed prior to Advisor's receipt of the written cancellation notice.

This Agreement and Client's participation in the Program may be terminated by either party upon thirty (30) days prior written notice to the other party, subject to the above cancellation provisions. Termination of this Agreement will not affect liabilities or obligations arising from performance or transactions initiated prior to such termination.

NOTICES

All notices hereunder shall be in writing, sent by facsimile or overnight courier, to the receiving party, at the respective address set forth below, or at such other address as such party shall have specified to the other party by notice similarly given. If no address is specified below for Client, the address set forth in the records of Advisor for notices to Client by Advisor, respectively.

To Advisor:
American Century Investments Private Client Group, Inc. 4500 Main Street
Kansas City, MO 64111 Attention: General Counsel
Email: Dan_Richardson@americancentury.com

To Client:
At the address of record as of date of the notice.

ASSIGNMENT

This Agreement is not assignable by any party without the consent of the other parties, except that Advisor may assign this Agreement by using a "negative consent" process whereby Client has no less than 30 days to respond to a notice of intended assignment. However, Advisor has the power and authority in their sole discretion to delegate discretionary management of Program Assets to sub-advisors.

GOVERNING LAW

This Agreement and the interpretation and application of the provisions hereof shall be governed and construed in accordance with the laws of Missouri, without giving effect to its choice of law provisions.

ARBITRATION

The parties agree that any controversy, claim or dispute concerning any transaction, or concerning this or any other agreement between the parties, or arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association. Any arbitration award shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. Client understands that it cannot be required to arbitrate any dispute or controversy non-arbitratable under federal law. However, this section does not constitute a waiver of any right provided by the Investment Advisors Act of 1940, including the right to choose the forum, whether arbitration or adjudication, in which to seek dispute resolution. In the event of any legal action taken to resolve a dispute between the parties, the prevailing party shall be entitled to recover reasonable legal fees and costs.

WEBSITE TERMS AND CONDITIONS

The Terms and Conditions of Use governing use of any website utilized for the services described herein or in the Agreement are posted on the Advisor's website (www.americancentury.com) and are incorporated by reference in this Agreement. Advisor and Client agree that each of them and their authorized users shall abide by all terms and conditions described in the Terms and Conditions of Use which may be accessed by clicking on the link labeled Legal on the website noted above.

USERS AND SECURITY

Where Client on-line access is permitted, Client agrees that Client is responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of the userIDs, passwords and codes (collectively, "IDs") assigned by Advisor to Clients, (2) not allowing unauthorized persons to use their IDs, (3) any charges or damages that may be incurred as a result of Client's failure to maintain the strict confidentiality of their IDs, and (4) promptly informing Advisor of any need to deactivate an ID due to security concerns. Advisor is not liable for any harm related to the theft of IDs assigned to Client, Client's disclosure of such IDs, or Client allowing another person or entity to access and use such IDs.

ENTIRE AGREEMENT: AMENDMENT

These Terms and Conditions, along with the Agreement and any exhibits or incorporated documents constitute the entire understanding between the parties relating to the subject matter contained herein and merges and supersedes all prior discussions and writings between them. No party shall be bound by any condition, warrant, or representation other than as expressly stated in the Agreement or subsequently set forth in a writing signed by all parties, except that Advisor may amend this Agreement by using a "negative consent" process whereby Client has no less than 30 days to respond to a notice of intended amendment, as described above.

ACKNOWLEDGEMENTS

Client acknowledges receipt of information concerning Advisor, including these Terms and Conditions, the Agreement, a copy of Advisor's Form ADV Part 2A, Part 2B, Advisor's Privacy Policy, and the Investment Portfolio Summary, including the risk tolerance questionnaire. Client further acknowledges that providing my email address through the Advisor's online platform gives Advisor permission to send me information about products and services by email.

Client authorizes Advisor, its affiliated companies and agents, to act upon my/our instructions provided herein, and Client understands that any account owner or trustee is authorized to transact business on this account by telephone, online, by fax, in writing, or by any other means acceptable to Advisor. This authorization applies to all current and future accounts with Advisor listed under Client's taxpayer identification.

Client further acknowledges that he/she is of legal age. Client also acknowledges that he/she read and agrees to be bound by the provisions of the prospectuses for mutual funds and ETFs included in the Program Assets, available upon request from Advisor.

SEVERABILITY

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement.