

SOLUTIONS

New Account Application

This package includes:
Instruction Sheet
Fax Cover Sheet
Investment Advisory Agreement
- Parts I, II, and III
Trust Certification

INSTRUCTIONS

A copy of the Investment Advisory Agreement – Part I, Part II, and Part III – completely filled out and signed by the prospective client must be returned to ClientServiceSF@NatixisIMsolutions.com. The agreement should be completed by the client and accepted by Natixis Advisors, LLC prior to releasing the account to our management at your respective firm.

If desired, a subsequent hard copy can be faxed to (617) 425-9103 (Please use attached fax cover sheet) or mailed to the below address.

Natixis Advisors, LLC
Attention: Client Service Group
101 Second Street, Suite 1600
San Francisco, CA 94105

In order to ensure that accounts are opened in a timely manner, please follow the instructions set forth herein and completely fill out the agreement.

If you should have further questions, please call our Client Service Group at 866-773-2454 or send an email to ClientServiceSF@NatixisIMsolutions.com.

ADDITIONAL ACCOUNT TYPES

The following types of accounts require additional documents as set forth below.

ERISA accounts

1. Executed copy of the trust instrument/agreement or the relevant pages authorizing the plan to invest in this type of product;
2. Copy of the Plan’s investment policy and/or investment guidelines, if any such document exists; and
3. Copy of the Plan’s most recent authorized signer(s) list or other applicable list of authorized persons.

Corporate accounts

1. Copy of the authorized signers list;
2. Copy of the articles of incorporation;
3. Copy of the Corporate Resolution, and
4. Copy and the prospective client’s investment policy statement (if applicable).

Foundation accounts

1. Copy of the authorized signers list
2. Copy of the articles of incorporation
3. Copy of the prospective client’s investment policy statement (if applicable)

Trust accounts

Copy of the trust instrument/agreement’s title page and signature page, as well as those provisions setting forth the Trustee(s)’ powers and provide information regarding the date the trust was created and the fiscal year of the trust.

*Alternatively, please provide a fully executed Trust Certification Form (a copy of this form is also provided with the new account paperwork).

*The Certification of Trust does not need to be completed for ERISA accounts

**PROVIDING INCOMPLETE INFORMATION WILL RESULT IN A
DELAY IN OPENING OF NEW ACCOUNTS**



Fax/Scan Cover

To: _____

Fax: _____

Date: _____

Re: New Account _____

of pg: _____

From: Natixis Advisors _____

Fax: (617) 425-9103 _____

Phone: (866) 773-2454 _____

Please see attached the executed Investment Advisory Agreement for the above referenced new account. This scanned/faxed document is accepted as true and accurate and by having submitted such document you represent that the document's signatures are true and accurate. If you should have any questions, please do not hesitate to contact us at the number above.



Natixis Investment Managers Solutions, a division of Natixis Advisors, LLC

INVESTMENT ADVISORY AGREEMENT

PART I

THIS INVESTMENT ADVISORY AGREEMENT (the “Agreement”) is dated as of the date set forth below and is entered into between the client identified below (the “Client”) and Natixis Advisors, LLC, a Delaware limited liability company (“Natixis Advisors”).

WHEREAS, Natixis Advisors is an investment adviser registered under the Investment Advisers Act of 1940, as amended (the “Advisers Act”);

WHEREAS, Natixis Advisors and the investment adviser named in Part III of this Agreement (the “Subadviser”) are parties to an Investment Subadvisory Agreement (the “Subadvisory Agreement”) pursuant to which the Subadviser provides to Natixis Advisors investment recommendations in the form of model investment portfolios (“Model Portfolios”), and in some cases, implements such recommendations, to assist Natixis Advisors in managing, in connection with certain investment products, including the product selected in Part III of this Agreement (the “Investment Product”), accounts of separate account clients of Natixis Advisors; and

WHEREAS, the parties hereto deem it mutually advantageous that Natixis Advisors, as so assisted by the Subadviser, should be engaged to manage certain of the assets of Client in accordance with the Investment Product.

NOW, THEREFORE, in consideration of the mutual covenants and benefits set forth herein, Client and Natixis Advisors do hereby agree as follows:

1. Appointment, Acceptance, Services and Authority

(a) Client hereby appoints Natixis Advisors, and Natixis Advisors hereby accepts appointment, as investment adviser with respect to those assets specified in writing by Client in Part II of this Agreement (such assets as they may be increased or decreased or as they may appreciate or depreciate, herein collectively referred to as the “Portfolio”). Client authorizes Natixis Advisors in turn to engage the Subadviser to provide Model Portfolios to Natixis Advisors and in some cases, to implement the recommendations implied in such Model Portfolios, all to assist Natixis Advisors in managing Client’s Portfolio.

(b) Natixis Advisors, with the assistance of the Subadviser, will regularly provide the Portfolio with investment research, advice and supervision and will furnish continuously an investment program for the Portfolio in accordance with the Investment Product and consistent with the written investment objectives and policies of the Portfolio attached as Part III of this Agreement and as amended from time to time in a writing signed by the parties. Guided by the Model Portfolios, Natixis Advisors will determine from time to time what securities shall be purchased for the Portfolio, what securities shall be held or sold by the Portfolio and what portion of the Portfolio’s assets shall be held uninvested as cash, subject always to the written investment objectives and policies of the Investment Product and the Portfolio, attached hereto as Part III of this Agreement and as from time to time amended in a writing signed by the parties. Client agrees to promptly notify Natixis Advisors of any proposed amendment of such objectives and policies in writing and that such amendment shall not be binding on Natixis Advisors until up to thirty (30) days after Natixis Advisors has received such notice and has accepted, in its sole discretion, such amendment. To carry out such obligations, Natixis Advisors will exercise full discretion and act for the Portfolio in the same manner and with the same force and effect as Client itself might or could do with respect to purchases, sales or other transactions, as well as with respect to all other things necessary or incidental to the furtherance or

conduct of such purchases, sales or other transactions. Client acknowledges and agrees that Natixis Advisors' investment determinations will generally follow the recommendations implicit in the Model Portfolios provided by the Subadviser. Client further authorizes Natixis Advisors to execute or, to direct the Subadviser, as applicable, to execute, Portfolio transactions on Client's behalf. Client agrees that Natixis Advisors may instruct the Subadviser to implement investment recommendations which Natixis Advisors determines shall be implemented on behalf of Client with brokers-dealers selected by the Subadviser, as provided in Section 8 hereof and the Natixis Advisors' disclosure statement provided to the client.

(c) Natixis Advisors will maintain, or cause the Subadviser to maintain, as applicable, all books and records with respect to the Portfolio's securities transactions required by the Advisers Act (other than those records being maintained by the Custodian appointed by Client with respect to the Portfolio (the "Custodian") and identified in Part II of this Agreement as it may be amended from time to time) and preserve such records in the manner and for the periods prescribed therefor by Rule 204-2 under the Advisers Act. Within thirty (30) days after the end of each reporting period, Natixis Advisors will provide to Client reports as Client has elected on Part II of this Agreement.

(d) In the event that on the date hereof the Portfolio consists of assets other than cash, Client acknowledges and agrees such assets will be liquidated by Natixis Advisors to the extent necessary to conform the Portfolio to the Model Portfolio provided by the Subadviser and that Client will be solely responsible for any losses realized in liquidating such assets and for payment of any taxes becoming due, and any transactions charges incurred, as a result of such transactions, provided, however, that Natixis Advisors may in its sole and absolute discretion, decline to accept a portfolio, in whole or in part, which consists of assets other than cash.

(e) Natixis Advisors normally will not remove or replace the Subadviser without Client's consent. Client agrees, however, that in the event Natixis Advisors determines that it must do so in the exercise of its fiduciary duty to Client, or in the event the Subadvisory Agreement is terminated by the Subadviser, and Natixis Advisors is unable to contact Client or Client's authorized representative prior to the effective date of such removal or termination, Natixis Advisors may remove and/or replace the Subadviser until such time as Client is contacted and provides the required instructions as to the management of the Portfolio. Client agrees that Client will be solely responsible for any losses realized, payment of taxes becoming due and transactions realized in the event the Subadviser is so removed and replaced and Portfolio securities are liquidated in connection therewith.

2.A. Representations and Warranties of Natixis Advisors and Client.

(a) Natixis Advisors represents and warrants that it is an investment adviser registered under the Advisers Act and holds all licenses, permits and authorizations necessary for Natixis Advisors to perform the services contemplated hereunder.

(b) Client represents and warrants that it has full right, title and interest in all of the assets comprising the Portfolio and that none of such assets is subject to any contractual or legal restrictions as to transfer.

(c) In the event that on the date hereof the Portfolio consists of any assets other than cash, Client represents and warrants that Part II of this Agreement is a true, correct and complete list and description of all assets comprising the Portfolio.

(d) Each of the parties to this Agreement hereby represents that it is duly authorized and empowered to execute, deliver and perform this Agreement, that such action does not conflict with or violate any provision of law, rule or regulation, contract or other instrument to which it is a party or to which any of its property is subject, and that this Agreement is a valid and binding obligation enforceable against it in accordance with its terms. If the Client or Portfolio is represented by multiple fiduciaries ("Co-fiduciaries"), each Co-fiduciary represents and warrants that each of the other Co-fiduciaries has the full power and authority to act on behalf of the Client or Portfolio including, without limitation, the authority to give and receive instructions, notices, and communications of every kind, and generally to deal with Natixis Advisors on behalf of the Client or Portfolio, all without approval of or notice to the other Co-fiduciaries.

(e) Client represents and warrants that the information set forth on Part II of this

Agreement is true and correct in all material respects.

(f) Client represents and warrants that the Custodian is a “qualified Custodian” as defined in Rule 206(4)-2 under the Advisers Act.

(g) Client represents and warrants that Client has arranged or will arrange to receive, no less frequently than quarterly, reports concerning the status of the Portfolio from the Custodian and will cause the Custodian to provide copies of such reports to Natixis Advisors. Client will also receive confirmations of all transactions from the Custodian and will rely upon such reports and trade confirmations from the Custodian for purposes of tax reporting.

2.B. Additional Representations and Warranties (ERISA Client Only). These representations and warranties in this Section 2.B. apply only to Natixis Advisors and Clients of Natixis Advisors that are subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) at the time of opening this Account, as specifically set forth in Part II of this Agreement.

(a) The Client represents and warrants that it is an “employee benefit plan” within the meaning of Section 3(3) of ERISA or an entity whose underlying assets constitute “plan assets” for purposes of ERISA or is otherwise subject to ERISA (a “Plan”) at the time of opening this Account.

(b) Natixis Advisors acknowledges that it will be a “fiduciary” within the meaning of Section 3(21) of ERISA with respect to the Client and that it is generally subject to the standards of fiduciary responsibility set forth in Title 1, Subtitle B, Part 4 of ERISA. It is expressly understood and agreed that Natixis Advisors shall have no responsibility for, without limitation, compliance with Section 407 of ERISA (relating to employer securities and employer real property) or Section 404(b) of ERISA (relating to indicia of ownership).

(c) The Client agrees to maintain for the period of this Agreement any bond required pursuant to Section 412 of ERISA or other applicable law and to include within the coverage of such bond Natixis Advisors and any Model Portfolio Provider and any of their respective officers, directors and employees whose inclusion is required by law. The Client agrees and acknowledges that in no event shall Natixis Advisors or the relevant Model Portfolio Provider be responsible for obtaining or paying the premiums on such a bond. The Client agrees that it shall provide appropriate documentation to Natixis Advisors evidencing such coverage upon request.

(d) The Client agrees and acknowledges that (i) Natixis Advisors’ duties and responsibilities with respect to the Client are limited to those specifically set forth in this Agreement, and (ii) none of the plan documents or other documents governing the Client and its investment activities contain any provisions that are inconsistent with or contrary to any provisions contained in this Agreement. The Client agrees that it shall provide Natixis Advisors with copies of all plan documents and copies of any subsequent amendments to such documents, and copies of any other related documents, as may be requested by Natixis Advisors from time to time.

(e) The Client represents and warrants that (i) the Client’s plans and related trusts comply and will continue to comply in all material respects with the applicable provisions of ERISA, and (ii) that the Account constitutes only a portion of the Client’s assets and the Client is responsible for the overall diversification of its assets. It is expressly understood and agreed that Natixis Advisors has no responsibility regarding the role that Natixis Advisors’ investment strategy and the Account may play in the Client’s overall investment portfolio.

3. Expenses. Except where otherwise agreed with respect to the Merrill Lynch Investment Advisory Program (the “Program”), Client shall assume and shall pay: (i) charges and expenses for accounting, pricing and appraisal services relating to the Portfolio; (ii) the charges and expenses of any Custodian appointed by Client with respect to the Portfolio; (iii) all brokerage commissions, dealer and underwriting spreads, transfer taxes, Securities and Exchange Commission and exchange fees and other transactions charges incurred in connection with the Portfolio; and (iv) all other expenses properly chargeable to the Client.

4. **Proxies, Voting, Elections, Certain Filings, Legal Matters.** Unless otherwise indicated in Part II of this Agreement, Natixis Advisors shall be responsible for voting all proxies which are solicited with respect to the assets of the Portfolio. If Natixis Advisors is responsible for voting proxies, Natixis Advisors shall also be responsible for the giving or withholding of all securityholder consents and all elections in connection with any mergers, acquisitions, tender offers, or similar matters which may affect the Portfolio. Natixis Advisors will vote any proxies, consents given and withheld and elections made in accordance with Natixis Advisors' written proxy voting policies and guidelines in effect from time to time. The Client acknowledges receipt of a copy of the summary of Natixis Advisors' proxy voting policy summary and of an offer to deliver or actual delivery of the Natixis Advisors' complete policies and procedures. Client shall instruct Custodian promptly to forward to Natixis Advisors all proxy, securityholder consent and election communications received by the Custodian with respect to the Portfolio, shall take all reasonable steps to ensure Natixis Advisors' receipt of such communications, and shall instruct the Custodian to follow Natixis Advisors' instructions concerning the same. Natixis Advisors shall not be responsible for voting proxies, giving consents or making elections if the securityholder materials related thereto are not timely received by Natixis Advisors. Natixis Advisors will make available to the Client information concerning the voting of proxies and the taking of such actions as reasonably requested. Notwithstanding any other provision of this Agreement, neither Natixis Advisors nor the Subadviser shall have any responsibility to render legal advice or take any legal action on Client's behalf with respect to securities then or previously held in the Portfolio, or the issuers thereof, that become the subject of legal proceedings, including bankruptcy proceedings or class actions. Client shall instruct the Custodian to forward all materials relating to legal proceedings to Client or Client's agent, and not Natixis Advisors. Natixis Advisors is responsible for responding to corporate actions for holdings in Account.

5. **Fees.** For Dual Contract Client accounts of the Program, fees will be calculated and paid pursuant to the methodology utilized by Merrill for the Program.

6. **Custodianship; Liquidation of Non-Cash Assets; Investments of Cash**

(a) The Portfolio assets will be held in custody in one or more identified accounts by the Custodian selected by the client and designated as such in Part II of this Agreement, and neither Natixis Advisors nor the Subadviser will at any time have custody of or physical control over the Portfolio assets (except to the extent that Natixis Advisors may be deemed to have custody under the Advisers Act if Client authorizes direct payment of advisory fees pursuant to paragraph 5(c) hereunder). Natixis Advisors and the Subadviser are hereby authorized to give instructions to the Custodian with respect to the consummation of transactions on behalf of the Client in the Portfolio, and the Custodian is hereby authorized to act in response to instructions given by Natixis Advisors and the Subadviser. Client agrees to notify Natixis Advisors in writing at least 10 days in advance of any change in the Client's Custodian.

(b) In the event the Account consists of assets other than cash on the date of this Agreement, Client acknowledges and agrees that Natixis Advisors will liquidate, or cause a Subadviser to liquidate, such assets and invest the proceeds generated in accordance with the relevant Investment Products set forth in Part III of this Agreement. Client further acknowledges that it will be solely responsible for any losses realized in liquidating such assets and for payment of any taxes becoming due, as well as any transaction charges incurred, as a result of such transactions.

(c) Client agrees to utilize Custodian's automatic sweep for Client cash balances into money market funds for which Custodian or an affiliate serves as manager or distributor, provided that Custodian determines it is consistent with the Client's best interest. Client acknowledges that Custodian, and not Natixis Advisors, shall be responsible for the investment of excess cash in the Account into such money market funds.

7. **Liability.**

(a) Neither Natixis Advisors nor the Subadviser will be liable for any error of judgment or mistake of law or for any loss sustained by reason of the adoption of any investment policy or the purchase, sale, or retention of any security on the recommendation of Natixis Advisors or the Subadviser made in good faith, whether or not such recommendation shall have been based upon its own investigation and research or upon investigation and research made by any other individual, firm or corporation, but nothing contained in this sentence will be construed to protect Natixis Advisors or the Subadviser against any liability to Client by reason of willful misfeasance, bad faith or gross negligence in the performance of

its duties or by reason of its reckless disregard of its obligations and duties under this Agreement (“Disabling Conduct”). Client further agrees that to the extent any investment index or benchmark is identified in Part III of this Agreement or otherwise used as an investment performance comparison or investment performance goal, there can be no assurance that the Portfolio’s investment performance will be similar to or in excess of that of such index or benchmark. Client further agrees that in no event shall Natixis Advisors or the Subadviser have any liability to the Client solely for the failure of Natixis Advisors or the Subadviser to achieve a return similar to or in excess of that of such index or benchmark.

(b) Natixis Advisors shall be responsible only for managing the investment and reinvestment of the Portfolio. Neither Natixis Advisors nor the Subadviser shall have any responsibility whatsoever for the management of any other assets of the Client or shall incur any liability for any loss or other damage which may result from the management of such other assets.

(c) All directions or instructions by or on behalf of the Client to Natixis Advisors shall be in writing signed by a duly authorized agent of the Client. Natixis Advisors and the Subadviser shall be fully protected in acting upon any instrument, certificate or paper believed by it to be genuine and to be signed or presented by the proper person or persons, and neither Natixis Advisors nor the Subadviser shall be under any duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. Notwithstanding the last sentence of paragraph 2(e), in the event the Client or the Portfolio is represented by Co-fiduciaries, each of the Co-fiduciaries agrees that Natixis Advisors may, in its sole discretion: (i) require joint instructions from some or all of the Co-fiduciaries before taking any action under this Agreement; and (ii) if Natixis Advisors should receive instructions from any one of the Co-fiduciaries that are, in Natixis Advisors’ opinion, in conflict with instructions Natixis Advisors receives from any other Co-fiduciary, Natixis Advisors may do any or all of the following: (i) comply with any instruction; (ii) advise the Co-fiduciaries of the apparent conflicts; or (iii) take no action as to any instruction until Natixis Advisors receives instructions from any one or more of the Co-fiduciaries that Natixis Advisors deems satisfactory.

(d) Natixis Advisors and the Subadviser may consult with legal counsel (who may be counsel to Client) concerning any questions that may arise with reference to its duties under this Agreement and shall be entitled to rely reasonably upon advice of such counsel. Neither Natixis Advisors nor the Subadviser shall be liable for any act or any omission to act in reliance on such advice.

(e) In the event that the Portfolio on the date hereof consists of any assets other than cash, Client agrees that Natixis Advisors shall have no responsibility or liability whatsoever for losses or liabilities arising from any omissions, errors or misstatements in Part II or Part III of this Agreement.

(f) Client agrees that any claims arising under this agreement with respect to the management of Client’s account may be brought only against the Natixis Advisors and not against the Subadviser. Client further agrees that nothing in this agreement shall be construed to create or otherwise give rise to any fiduciary relationship or duty between Subadviser and Client which would not otherwise arise by operation of law.

(g) The federal securities laws impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights, which the undersigned may have under any federal securities laws.

(h) Client shall indemnify, reimburse and hold harmless Natixis Advisors, the Subadviser and their respective officers, directors, partners and controlling persons from any and all expenses, losses, damages, liabilities, demands, charges or claims of any kind and nature (including costs and expenses of attorneys) arising as a result of the performance by Natixis Advisors or the Subadviser, respectively, of this Agreement, except to the extent arising from Disabling Conduct of Natixis Advisors or the Subadviser, respectively.

8. Nonexclusive Engagement, Other Activities, Brokerage, Allocation of Certain Trades Etc.

(a) Nothing in this Agreement will in any way limit or restrict Natixis Advisors, the Subadviser or any of their respective officers, partners, directors, or employees from buying, selling or

trading in any securities for its or their own accounts or other accounts. Each of Natixis Advisors and the Subadviser may act as an investment advisor to any other person, firm or corporation, and may perform management and any other services for any other person, association, corporation, firm or other entity pursuant to any contract or otherwise, and take any action or do anything in connection therewith or related thereto; and no such performance of management or other services or taking of any such action or doing of any such thing shall be in any manner restricted or otherwise affected by any aspect of any relationship of Natixis Advisors or the Subadviser to or with Client or deemed to violate or give rise to any duty or obligation of Natixis Advisors or the Subadviser to Client except as otherwise imposed by law. Client recognizes that Natixis Advisors, in effecting transactions for its various accounts, may not always be able to take or liquidate investment positions in the same security at the same time and at the same price.

(b) In connection with purchases or sales of portfolio securities for the account of the Portfolio, none of Natixis Advisors, the Subadviser or any of their directors, partners, officers or employees will act as a principal except as permitted by the Advisers Act. Client agrees that Natixis Advisors or the Subadviser may select a broker-dealer affiliated with it, acting as agent, to effect purchases and sales of portfolio securities for the account of the Portfolio or Natixis Advisors or the Subadviser may direct brokerage equity transactions through Merrill Lynch, Pierce, Fenner & Smith Incorporated (“Merrill”). In accordance with the Program, the program fee Client pays to Merrill covers certain transaction costs. For equity security transactions executed by an Investment Firm other than Merrill, Natixis Advisors will bear the cost of brokerage commissions and other transaction fees.

Client further authorizes Natixis Advisors and the Subadviser to select a broker dealer affiliated with either or both of them, acting as agent, to effect purchases and sales of portfolio securities for the account of the Portfolio in connection with which such affiliated broker-dealer acts for both Client and the other party to the transaction (“agency-cross transactions”), to the extent permitted by and in accordance with Rule 206(3)-2 under the Advisers Act. Client acknowledges that with respect to agency-cross transactions, the affiliated broker-dealer will act as broker for, and receive commissions, from and have a potentially conflicting division of loyalties and responsibilities regarding, both parties to the transaction.

(c) Natixis Advisors or the Subadviser, as the case may be, shall arrange for the placing of all orders for the purchase and sale of portfolio securities for the Portfolio’s account with brokers or dealers selected by it. In the selection of such brokers or dealers and the placing of such orders, Natixis Advisors or the Subadviser, as the case may be, is directed at all times to seek for the Portfolio best execution except as described herein. It is also understood that it is desirable for the Portfolio that Natixis Advisors or the Subadviser, as the case may be, have access to supplemental investment and market research and security and economic analyses provided by brokers who may execute brokerage transactions at a higher cost to the Portfolio than may result when allocating brokerage to other brokers on the basis of seeking the most favorable price and efficient execution. Therefore, each of Natixis Advisors and the Subadviser is authorized to place orders for the purchase and sale of securities for the Portfolio with such brokers provided it has determined in good faith that the commission charged is reasonable in relation to the nature of the services provided, viewed either in terms of Natixis Advisors’ or the Subadviser’s overall responsibilities to its discretionary clients. It is understood that the services provided by such brokers may be useful to Natixis Advisors or the Subadviser, as the case may be, in connection with its or its affiliates’ services to other clients and that not all of such services may be useful to Natixis Advisors or the Subadviser in managing the Portfolio.

(d) On occasions when Natixis Advisors or the Subadviser, as the case may be, deems the purchase or sale of a security to be in the best interest of the Portfolio as well as other clients, Natixis Advisors or the Subadviser, to the extent permitted by applicable laws and regulations, may aggregate the securities to be sold or purchased in order to obtain the best execution and lower brokerage commissions, if any. In such event, allocation of the securities so purchased or sold, as well as the expenses incurred in the transaction, will be made by Natixis Advisors or the Subadviser, as the case may be, in the manner it considers to be the most equitable and consistent with its fiduciary obligations to the Portfolio and to such clients.

(e) From time to time securities to be sold on behalf of another of Natixis Advisors’ or the Subadviser’s clients may be suitable for purchase on behalf of the Client’s Portfolio and vice versa. In such instances, and only to the extent permitted by law, if Natixis Advisors or the Subadviser, as the case

may be, determines in good faith that the transaction is in the best interest of each client, Client agrees that Natixis Advisors or the Subadviser, as the case may be, may arrange for the securities to be transferred between the Portfolio and such other client account at the then independently determined fair market value (a "cross trade") provided none of Natixis Advisors, the Subadviser or any broker-dealer affiliated with Natixis Advisors or the Subadviser shall receive a commission directly or indirectly in connection with such cross trade, and provided such transaction is otherwise permissible under applicable law.

(f) Notwithstanding any of the foregoing provisions to the contrary, if because of a prior relationship between Client and one or more broker-dealers or for other reasons, Client has instructed Natixis Advisors or the Subadviser (on Part II of this Agreement) that any or all securities transactions for the Portfolio should be executed with or through one or more brokers designated by Client, Client represents and warrants that Client has negotiated the terms and conditions (including, but not limited to, commission rates) relating to all services to be provided by such brokers and that Client is satisfied with such terms and conditions. Neither Natixis Advisors nor the Subadviser, as applicable, shall have any responsibility for obtaining for the Portfolio from any such broker the best prices or any particular commission rates for transactions with or through any such broker. Client recognizes that Client may not obtain rates as low as it might otherwise obtain if Natixis Advisors or the Subadviser had discretion to select broker-dealers other than those chosen by Client, that Client will be forgoing any benefit from saving on execution costs that Natixis Advisors or a Subadviser may obtain for clients who have not directed Natixis Advisors to execute transactions through a particular broker or dealer, may not be receiving "best execution" with respect to certain transactions effected for Client's account by negotiating volume commission discounts on batched transactions; and if such specified broker referred Client's business to Natixis Advisors, conflicts may arise between Client's interest in receiving "best execution" and Natixis Advisors' interest in receiving future referrals from such specified broker. Further Client acknowledges that Natixis Advisors, or Subadviser, will give priority to orders for clients who do not direct brokerage. Client further agrees promptly to inform Natixis Advisors or the Subadviser in writing if Client desires that Natixis Advisors or the Subadviser cease executing transactions with or through any such broker.

9. Effectiveness and Termination. This Agreement shall become effective on the date hereof and shall remain in force from year to year thereafter subject to the right of Client to terminate this Agreement at any time without penalty upon the giving of written notice to Natixis Advisors, and the right of Natixis Advisors to terminate this Agreement without penalty upon the giving of ninety (90) days' written notice to Client. Such termination will not, however, affect the liabilities or obligations of the parties under this Agreement arising from transactions initiated prior to such termination. Upon the termination of the Agreement, neither Natixis Advisors nor the Subadviser shall be under any obligation whatsoever to recommend any action with regard to, or to liquidate, the securities or other investments in the Portfolio. Natixis Advisors and Subadviser, as authorized by Client, retain the right, however, to complete any transactions open as of the termination date and to retain amounts in the Portfolio sufficient to effect such completion. Upon termination, it shall be the Client's exclusive responsibility to issue instructions in writing to Natixis Advisors regarding any assets held in the Portfolio. The provisions of Sections 2, 5, 7, 9, 11, 13, 18 and 19 shall survive the termination of this Agreement.

10. Assignment. No assignment of this Agreement shall be made by either party without the prior written consent of the other party. For purposes of this Agreement, the term "assignment" shall have the meaning given it by Section 202(a) (1) of the Advisers Act.

11. Independent Contractor; Third Party Beneficiary. Each of Natixis Advisors and the Subadviser is an independent contractor, and not an employee, of Client for any purpose. The Subadviser shall be deemed to be a third party beneficiary to this Agreement and shall be entitled to enforce the provisions of this Agreement applicable to Client to the same extent as if the Subadviser were a party hereto.

12. Entire Agreement. This Agreement states the entire agreement of the parties hereto, and is intended to be the complete and exclusive statement of the terms hereof. It may not be added to or changed orally, and may not be modified or rescinded except by a writing signed by the parties hereto.

13. Governing Law. This Agreement and all performance hereunder shall be governed by the laws of the Commonwealth of Massachusetts that apply to contracts made and to be performed in The Commonwealth of Massachusetts, and without regard to the conflict of law principles thereof,

provided that nothing herein shall be construed in any manner inconsistent with the Advisers Act or any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder.

14. **Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

15. **Delivery of Parts 2 and 3 of Forms ADV, Subadviser Disclosure Document, Form CRS, Proxy Voting Summary Policy and Privacy Policy.** Client hereby acknowledges that it has received from Natixis Advisors a copy of Part 2 of the Forms ADV of both Natixis Advisors and the Subadviser, a copy of Natixis Advisors' Form CRS, each as currently on file with the Securities and Exchange Commission, at least 48 hours prior to entering into this Agreement. Client also acknowledges receipt of, if Client is an individual or other "Consumer" as defined in Regulation S-P, a copy of Natixis Advisors' privacy policy pursuant to Regulation S-P.

16. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. **Headings.** Headings in this Agreement are for reference only and shall not limit or otherwise affect the meaning of any provision hereof.

18. **Electronic Delivery and Digital Execution.** This Agreement (including, for the avoidance of doubt, any schedule, annex, exhibit or other attachment hereto) may be transmitted and/or signed by facsimile or other electronic means (e.g., a "pdf" or "tiff"). The effectiveness of any such documents and signatures shall, subject to applicable law, have the same force and effect as manually signed originals and shall be binding on each party hereto. The words "execution," "signed," "signature," and words of like import in this Agreement (including, for the avoidance of doubt, any schedule, annex, exhibit or other attachment hereto) or in any amendment or other modification hereof (including, without limitation, waivers and consents) shall be deemed to include digital signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be.

19. **Notices.** Any notice to be given by either party under this Agreement shall be in writing and sent by U.S. mail, facsimile or courier to the address of the other party set forth below (or such other address as either party may specify in writing to the other), and such notice shall become effective only upon receipt:

Address of Natixis Advisors:

Natixis Advisors, LLC
101 Second Street, Suite 1600
San Francisco, CA 94105
Attn: Operations Manager

With a copy to:

Natixis Advisors, LLC
888 Boylston Street, Suite 800
Boston, MA 02199
Attn: General Counsel

20. **Arbitration:** Client agrees that any controversy between Client or Client's principals or agents, and Natixis Advisors, or the Subadviser, or any of their officers, directors, or employees, past, present or future, arising from or relating in any way to any Portfolio of Client or any transactions involving Natixis Advisors and/or the Subadviser and Client, or this or any other agreement, or the breach thereof, between Client and Natixis Advisors and/or the Subadviser will be resolved by arbitration. Client agrees that the location and venue for all proceedings for the resolution of these controversies will be located in the City of Boston, Massachusetts, to the exclusion of any other locations. Any arbitration under this agreement will be conducted according to the rules of the American Arbitration Association. The award of the arbitrators, or of the majority of them, will be final, and judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Notwithstanding the foregoing, no person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until (i) the class certification is denied; (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

- **Arbitration is final and binding on the parties.**
- **By execution of this Agreement the parties are waiving their right to seek remedies in court, including the right to jury trial.**
- **Pre-arbitration discovery is generally more limited than and different from pretrial discovery in court proceedings.**
- **The arbitrators' award is not required to include factual findings or legal reasoning, and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**
- **The panel or arbitrators will typically include at least a minority of arbitrators who were or are affiliated with the securities industry.**

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Investment Advisor Agreement and all of its parts, schedules and appendices to be executed by their duly authorized officers and their seal to be hereto affixed as of the day and year first set forth below.

Further, the Client represents that by signing below it:

- (i) has provided information that is true and correct and accurately states its investment goals and objectives;
- (ii) will promptly notify Natixis Advisors of any change to the information contained in this Investment Advisory Agreement;
- (iii) acknowledges that this information will assist Natixis Advisors in the management of the Client's portfolio and that missing information may delay acceptance and set-up of the Client Account;
- (iv) acknowledges receipt of Natixis Advisors' Form ADV, Part 2, the relevant Subadvisers' Form ADV, Part 2, Natixis Advisors' Client Relationship Summary (Form CRS), the Natixis Advisors' Privacy Policy, and the Natixis Advisors' Disclosure Statement; and
- (v) **HAS CAREFULLY READ AND AGREES TO THE ARBITRATION CLAUSE IN THIS AGREEMENT.**

CLIENT:

Natixis Advisors, LLC

(Signature of Authorized Representative)

(Signature of Authorized Representative)

(Print Name of Authorized Representative)

(Print Name of Authorized Representative)

(Print Title of Authorized Representative)

(Print Title of Authorized Representative)

(Date of Signature)

(Date of Signature)

Additional Authorized Representatives of Client (if applicable):

(Signature of Authorized Representative)

(Signature of Authorized Representative)

(Print Name of Authorized Representative)

(Print Name of Authorized Representative)

(Print Title/Capacity of Authorized Representative)

(Print Title/Capacity of Authorized Representative)

INVESTMENT ADVISORY AGREEMENT

PART II

Section I. Custodial Information (where the client assets are custodied)	
Name of Custodian	<p>Merrill Lynch, Pierce, Fenner & Smith Incorporated</p> <p><i>If client selects another custodian, please specify:</i></p> <p>_____</p> <p>Client Account Name: _____</p> <p>Client Account Number: _____</p>
Section II. Strategy Selection Information	
Strategy Name (from list in Part III of this Investment Advisory Agreement)	<p>_____</p>
Section III. Account Title	
Account Name	<p>_____</p>
Section IV. Account Type	
<p>In providing this information, the Client represents and warrants that the information provided herein (including the State of residence of the Client and the Account) is accurate and complete and that the Client will update Natixis Advisors promptly in case of any material changes to any of this information.</p>	
<p>Account Details</p> <p><u>ERISA & TRUST ACCOUNTS:</u> <i>For ERISA & trust accounts, if so identified above, the client (and/or its authorized persons), represents and warrants that the client is authorized to open this account and invest in the investment strategy listed above and that plan and/or trust documents permit this account to be established for the benefit of the client.</i></p> <p><i>Does your Financial Advisor have investment discretion (e.g., the ability to make decisions such as buy, sell, or otherwise handle) over this account?</i></p>	<p>Select One:</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Joint</p> <p><input type="checkbox"/> High Net Worth Individual</p> <p><input type="checkbox"/> Custodian (UGMA/UTMA)</p> <p><input type="checkbox"/> Pension or Profit Sharing Plan</p> <p><input type="checkbox"/> IRA</p> <p><input type="checkbox"/> IRA Rollover</p> <p><input type="checkbox"/> SEP-IRA</p> <p><input type="checkbox"/> Bank or Thrift Institution</p> <p><input type="checkbox"/> Insurance Company</p> <p><input type="checkbox"/> Corporation</p> <p><input type="checkbox"/> Charitable Organization</p> <p><input type="checkbox"/> State or Municipal Government Entity</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input type="checkbox"/> Limited Liability Company</p> <p><input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> Trust (specify type): _____</p> <p><input type="checkbox"/> Other (specify type): _____</p> <p>Select One:</p> <p><input type="checkbox"/> Discretionary</p> <p><input type="checkbox"/> Non-discretionary</p> <p>Select One:</p> <p><input type="checkbox"/> Taxable</p> <p><input type="checkbox"/> Non-taxable</p> <p>Select One:</p>

	<input type="checkbox"/> U.S. Resident / Domiciled <input type="checkbox"/> Non-U.S. Resident / Domiciled (specify Country below): <hr/> Select One: <input type="checkbox"/> ERISA <input type="checkbox"/> Non-ERISA
Section V. Authorized Persons	
Name and Titles of Authorized Persons <u>AUTHORIZED PERSONS:</u> <i>The people named here are duly appointed, presently qualified, and authorized to act as described in this agreement. Client shall immediately notify Natixis Advisors of any change to the list set forth.</i>	<hr/> <hr/> <hr/> <hr/> <hr/>
Section VI. General Client Information	
Client Name	<hr/>
Tax Identification Number	<hr/>
Date of Birth (if applicable)	<hr/>
Address of Residence	<hr/> <hr/> <hr/>
Address for Notices (if different from above)	<hr/> <hr/> <hr/>
Telephone Number	<hr/> <hr/>
E-Mail Address (primary) (secondary)	<hr/> <hr/> <hr/>
Section VII. Client Profile Information In providing this information, the Client represents and warrants that the information provided herein is accurate and complete and that the Client will update Natixis Advisors promptly in case of any material changes to any of this information.	
Investment Experience in years:	<hr/>
Investment Objective	<input type="checkbox"/> Capital Preservation <input type="checkbox"/> Income <input type="checkbox"/> Income & Growth <input type="checkbox"/> Growth <input type="checkbox"/> Aggressive Growth

Investment Time Horizon for these Assets:	<input type="checkbox"/> 3-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10+ years
Percentage of Entire Investable Assets that Natixis Advisors Portfolio Represents:	<input type="checkbox"/> 75% - 100% <input type="checkbox"/> 50% - 74% <input type="checkbox"/> 25% - 49% <input type="checkbox"/> Less than 25%
Approximate Opening Market Value of Natixis Advisors Portfolio	\$ _____
Liquidity of Other Assets Not Invested in Natixis Advisors Portfolio:	<input type="checkbox"/> Highly Liquid <input type="checkbox"/> Moderately Liquid <input type="checkbox"/> Illiquid
Approximate Net Worth (excluding primary residence)	\$ _____
Section VIII. Tax Information In providing this information, the Client represents and warrants that the information provided herein is accurate and complete and that the Client will update Natixis Advisors promptly in case of any material changes to any of this information.	
Tax Rates	State: _____ % Federal: _____ %
State of Residence for Tax Purposes	_____
Tax Accounting Method (If Taxable, check the appropriate tax accounting method.)	<i>While not required, we strongly recommend that you set up your account as high cost with your custodian.</i> <input type="checkbox"/> High Cost <input type="checkbox"/> Last In, First Out <input type="checkbox"/> First In, First Out
Natixis Advisors generally implements a risk managed proactive loss harvesting process for taxable accounts. You may check this box if you wish to opt out of that process.	<input type="checkbox"/> I choose to opt out of tax loss harvesting in my portfolio.
Section IX. General Account Information	
Government Entity	<input type="checkbox"/> Yes, Account Holder is a government entity. <input type="checkbox"/> No, Account Holder is not a government entity.
Proxy Voting	<input type="checkbox"/> I choose to retain responsibility for voting all proxies which are solicited with respect to assets of the Portfolio. <i>*If retaining responsibility for proxy voting, please inform Merrill of your decision to do so in writing.</i> <p style="text-align: center;">Proxy Voting Address Natixis Advisors, LLC 101 Second Street, Suite 1600 San Francisco, CA 94105</p> <i>*To set up ballots for electronic delivery, custodian needs to set up ballots on Broadridge's ProxyEdge ID, WW3.</i>

<p>Do you have a written investment policy?</p> <p><i>Investment policy statement:</i> <i>In providing this information, the client (and/or its authorized persons) represents and warrants that the information provided above/attached as a separate document (for independent investment policy statements provided by the client to Natixis Advisors) is accurate and complete and that the client will update Natixis Advisors promptly in case of any material changes.</i></p>	<input type="checkbox"/> Yes, attached. <input type="checkbox"/> No																																								
<p>Restrictions:</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>* If Yes, please fill in section below.</i>																																								
<p>Please list (or attach a list to this Agreement of) any investment restrictions or constraints, including specific types of investments, if any, you would like excluded from your Natixis Advisors Portfolio on a best efforts basis:</p> <p><i>Certain screens can eliminate a large number of securities from the investable universe. This is particularly true of screens based on ESG ratings and GICS sectors. Index-based strategies often have the flexibility to work around these constraints, but it may be inadvisable to apply some of these screens to actively managed separate account strategies as they may have a very large impact on the portfolio composition. Please contact your Natixis representative if you would like to discuss the potential impact of the application of any of these customization criteria.</i></p>	<p>Business Involvement Screens:</p> <table border="0"> <tr> <td><input type="checkbox"/> Abortion</td> <td><input type="checkbox"/> Genetic Engineering</td> </tr> <tr> <td><input type="checkbox"/> Contraceptives</td> <td><input type="checkbox"/> Landmines & Cluster Munitions</td> </tr> <tr> <td><input type="checkbox"/> Adult Entertainment</td> <td><input type="checkbox"/> Defense – US DOD Top 100 – Rank</td> </tr> <tr> <td><input type="checkbox"/> Alcohol</td> <td><input type="checkbox"/> Global Weapons – Nuclear and Biochemical</td> </tr> <tr> <td><input type="checkbox"/> Weapons Producers</td> <td><input type="checkbox"/> Nuclear Power</td> </tr> <tr> <td><input type="checkbox"/> Global Weapons – Conventional Weapons</td> <td><input type="checkbox"/> Stem Cell Research</td> </tr> <tr> <td><input type="checkbox"/> Animal Welfare</td> <td><input type="checkbox"/> Tobacco</td> </tr> <tr> <td><input type="checkbox"/> Civilian Firearms Producer</td> <td><input type="checkbox"/> Airlines</td> </tr> <tr> <td><input type="checkbox"/> Gambling</td> <td><input type="checkbox"/> REITS</td> </tr> <tr> <td><input type="checkbox"/> Limited Partnerships</td> <td><input type="checkbox"/> Pharmaceuticals</td> </tr> <tr> <td><input type="checkbox"/> Healthcare</td> <td><input type="checkbox"/> Banks</td> </tr> <tr> <td><input type="checkbox"/> Oil & Gas</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Finance</td> <td></td> </tr> </table> <p>Environmental/Social/Governance Screens:</p> <table border="0"> <tr> <td><input type="checkbox"/> Labor Relations – AFL-CIO Boycott List</td> <td><input type="checkbox"/> Racial Equity (AIA S&P 500 only, select the ESG strategy in Section III below)</td> </tr> <tr> <td><input type="checkbox"/> Child Labor</td> <td><input type="checkbox"/> Environment – Controversy</td> </tr> <tr> <td><input type="checkbox"/> OFAC Sanction</td> <td><input type="checkbox"/> Board Diversity</td> </tr> <tr> <td><input type="checkbox"/> ESG Best in Class (Select the ESG strategy in Section III below)</td> <td><input type="checkbox"/> Human Rights</td> </tr> </table> <p>Global Sanctions:</p> <table border="0"> <tr> <td><input type="checkbox"/> Iran/Sudan—Involvement Type</td> <td><input type="checkbox"/> Syria—Involvement Type</td> </tr> </table> <p>Faith-Based Screens:</p> <table border="0"> <tr> <td><input type="checkbox"/> Catholic Values</td> <td><input type="checkbox"/> Islamic Values</td> </tr> <tr> <td><input type="checkbox"/> Catholic Values (Light)</td> <td></td> </tr> </table> <p>Global Industry Classification System:</p> <p><input type="checkbox"/> Do Not Hold GICS Sectors:</p> <hr/> <p>Please add appropriate GICS Code Number</p> <p>Other Restrictions:</p> <p>Do Not Hold Tickers: _____</p> <p>Do Not Buy Tickers: _____</p> <p>Do Not Sell Tickers: _____</p>	<input type="checkbox"/> Abortion	<input type="checkbox"/> Genetic Engineering	<input type="checkbox"/> Contraceptives	<input type="checkbox"/> Landmines & Cluster Munitions	<input type="checkbox"/> Adult Entertainment	<input type="checkbox"/> Defense – US DOD Top 100 – Rank	<input type="checkbox"/> Alcohol	<input type="checkbox"/> Global Weapons – Nuclear and Biochemical	<input type="checkbox"/> Weapons Producers	<input type="checkbox"/> Nuclear Power	<input type="checkbox"/> Global Weapons – Conventional Weapons	<input type="checkbox"/> Stem Cell Research	<input type="checkbox"/> Animal Welfare	<input type="checkbox"/> Tobacco	<input type="checkbox"/> Civilian Firearms Producer	<input type="checkbox"/> Airlines	<input type="checkbox"/> Gambling	<input type="checkbox"/> REITS	<input type="checkbox"/> Limited Partnerships	<input type="checkbox"/> Pharmaceuticals	<input type="checkbox"/> Healthcare	<input type="checkbox"/> Banks	<input type="checkbox"/> Oil & Gas		<input type="checkbox"/> Finance		<input type="checkbox"/> Labor Relations – AFL-CIO Boycott List	<input type="checkbox"/> Racial Equity (AIA S&P 500 only, select the ESG strategy in Section III below)	<input type="checkbox"/> Child Labor	<input type="checkbox"/> Environment – Controversy	<input type="checkbox"/> OFAC Sanction	<input type="checkbox"/> Board Diversity	<input type="checkbox"/> ESG Best in Class (Select the ESG strategy in Section III below)	<input type="checkbox"/> Human Rights	<input type="checkbox"/> Iran/Sudan—Involvement Type	<input type="checkbox"/> Syria—Involvement Type	<input type="checkbox"/> Catholic Values	<input type="checkbox"/> Islamic Values	<input type="checkbox"/> Catholic Values (Light)	
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Section XIII. Financial Advisor Information

With regard to the Financial Advisor information provided below, you represent that the Financial Advisor you have identified herein is authorized by you to direct Natixis Advisors to make, on your behalf as your agent, certain changes to your account, including, but not limited to: additional cash and in-kind contributions, withdrawals, terminations, removal and addition of restrictions, replacement of investment guidelines, and other such changes.

Investment Strategy changes, however, will generally require the execution of a Strategy Change Request Form, which you will submit to us promptly, upon your desire to change your selected strategy. Furthermore, you agree and acknowledge that Natixis Advisors will rely on information provided to it by your Financial Advisor and that you will immediately notify Natixis Advisors if the Financial Advisor identified below ceases to be your Financial Advisor or ceases to be authorized to instruct Natixis Advisors on your behalf.

Financial Advisor (FA) Information

* Please read above disclosure.

FA Name: _____

FA email address: _____

Address: _____

Telephone Number: _____

Branch ID Number: _____

Representative ID Number: _____

Section XIV. FINRA Restricted Persons Information

Are you a "restricted person" under FINRA Rule 5130 (relating to "hot issues") (e.g. a registered member or an officer, director, general partner or associated person of a FINRA member or other broker-dealer, or a member of the immediate family of such a person, a senior officer of any investment adviser, bank, savings and loan association, investment company, or other institutional type of account, such as a foreign or domestic hedge fund or an insurance company)?

Select One: Yes No

Definition of Restricted Person Under FINRA Rule 5130

"Restricted person" means: (A) Members or other broker/dealers; (B) Broker/Dealer Personnel: (i) Any officer, director, general partner, associated person, or employee of a member or any other broker/dealer (other than a limited business broker/dealer); (ii) Any agent of a member or any other broker/dealer (other than a limited business broker/dealer) that is engaged in the investment banking or securities business; or (iii) An immediate family member of a person specified in subparagraph (B)(i) or (ii) if the person specified in subparagraph (B)(i) or (ii): (a) materially supports, or receives material support from, the immediate family member; (b) is employed by or associated with the member, or an affiliate of the member, selling the new issue to the immediate family member; or (c) has an ability to control the allocation of the new issue; (C) Finders and Fiduciaries: (i) With respect to the security being offered, a finder or any person acting in a fiduciary capacity to the managing underwriter, including, but not limited to, attorneys, accountants and financial consultants; and (ii) An immediate family member of a person specified in subparagraph (C)(i) if the person specified in subparagraph (C)(i) materially supports, or receives material support from, the immediate family member; (D) Portfolio Managers: (i) Any person who has authority to buy or sell securities for a bank, savings and loan institution, insurance company, investment company, investment advisor, or collective investment account and (ii) An immediate family member of a person specified in subparagraph (D)(i) that materially supports, or receives material support from, such person; (E) Persons Owning a Broker/Dealer: Any person listed, or required to be listed, in Schedule A of a Form BD (other than with respect to a limited business broker/dealer), except persons identified by an ownership code of less than 10%; (ii) Any person listed, or required to be listed, in Schedule B of a Form BD (other than with respect to a limited business broker/dealer), except persons whose listing on Schedule B relates to an ownership interest in a person listed on Schedule A identified by an ownership code of less than 10%; (iii) Any person listed, or required to be listed, in Schedule C of a Form BD that meets the criteria of subparagraphs (E)(i) and (E)(ii) above; (iv) Any person that directly or indirectly owns 10% or more of a public reporting company listed, or required to be listed, in Schedule A of a Form BD (other than a reporting company that is listed on a national securities exchange or other than with respect to a limited business broker/dealer); (v) Any person that directly or indirectly owns 25% or more of a public reporting company listed, or required to be listed, in Schedule B of a Form BD (other than a reporting company that is listed on a national securities exchange or other than with respect to a limited business broker/dealer); (vi) An immediate family member of a person specified in subparagraphs (E)(i)-(v) unless the person owning the broker/dealer: (a) does not materially support, or receive material support from, the immediate family member; (b) is not an owner of the member, or an affiliate of the member, selling the new issue to the immediate family member; and (c) has no ability to control the allocation of the new issue.

Natixis Advisors, LLC (“Natixis Advisors”)
Investment Advisory Agreement

Standard PART III – Strategies and Fees

Natixis Advisors shall manage the Account in a manner consistent with the guidelines below, subject to specific investment restrictions in effect from time to time with respect to issuer diversification, sector diversification, illiquid holdings and other matters. Client may notify Natixis Advisors at any time not to invest any funds in the account in specific securities or specific categories of securities or in either or both beyond a certain percentage of the account and Natixis Advisors shall promptly follow those instructions. **Past performance does not guarantee future returns. No assurance can be given that the Client’s objectives can or will be achieved for any particular period or market cycle.**

Active Index Advisors (“AIA”), offered by Natixis Investment Managers Solutions, a division of Natixis Advisors		
<input type="checkbox"/> AIA S&P 500®		
<u>Strategy Description:</u> The strategy is a discretionary managed investment strategy constructed, managed and implemented by Natixis Advisors. Natixis Advisors uses a proprietary stratified sampling methodology to select stocks based on sector and size. Selected stocks are then weighted to maximize tracking with the S&P 500® index. On a quarterly basis, portfolios are tax loss harvested and rebalanced to help increase after-tax returns while minimizing risk. The clients in the strategy need to have a long term time horizon. The investment process leads to building embedded capital gains in the portfolio by keeping winning positions and selling losing positions. As a result, should the portfolio need to be fully or partially liquidated, the capital gains to be realized could be significant, and therefore this might be expensive from a tax perspective. In managing client accounts, Natixis Advisors does not have a direct focus on the tracking error or performance dispersion versus the benchmark on a pre-tax basis. Therefore, clients should be willing to accept a higher tracking error compared to tracking error delivered by tax-managed solutions using optimizers, targeting to minimize a tracking error versus the benchmark.		
Account Minimum:	\$1,000,000	
Fees (annual):	Assets/Value	Fee
	Up to \$49,999,999	0.18%
	\$50,000,000-\$99,999,999	0.15%
	\$100,000,000-\$499,999,999	0.13%
	\$500,000,000 and above	0.12%

AIA S&P 500® - ESG (for accounts with the ESG Best in Class and/or the Racial Equity screen)

Strategy Description:

The strategy is a discretionary managed investment strategy constructed, managed and implemented by Natixis Advisors. Natixis Advisors uses a proprietary stratified sampling methodology to select stocks based on sector and size. Selected stocks are then weighted to maximize tracking with the S&P 500® index. On a quarterly basis, portfolios are tax loss harvested and rebalanced to help increase after-tax returns while minimizing risk. The clients in the strategy need to have a long term time horizon. The investment process leads to building embedded capital gains in the portfolio by keeping winning positions and selling losing positions. As a result, should the portfolio need to be fully or partially liquidated, the capital gains to be realized could be significant, and therefore this might be expensive from a tax perspective. In managing client accounts, Natixis Advisors does not have a direct focus on the tracking error or performance dispersion versus the benchmark on a pre-tax basis. Therefore, clients should be willing to accept a higher tracking error compared to tracking error delivered by tax-managed solutions using optimizers, targeting to minimize a tracking error versus the benchmark.

Account Minimum:	\$1,000,000	
Fees (annual):	Assets/Value	Fee
	Up to \$49,999,999	0.18%
	\$50,000,000-\$99,999,999	0.15%
	\$100,000,000-\$499,999,999	0.13%
	\$500,000,000 and above	0.12%

AIA S&P 600®

Strategy Description:

The strategy is a discretionary managed investment strategy constructed, managed and implemented by Natixis Advisors. Natixis Advisors uses a proprietary stratified sampling methodology to select stocks based on sector and size. Selected stocks are then weighted to maximize tracking with the S&P 600® index. On a quarterly basis, portfolios are tax loss harvested and rebalanced to help increase after-tax returns while minimizing risk. The clients in the strategy need to have a long term time horizon. The investment process leads to building embedded capital gains in the portfolio by keeping winning positions and selling losing positions. As a result, should the portfolio need to be fully or partially liquidated, the capital gains to be realized could be significant, and therefore this might be expensive from a tax perspective. In managing client accounts, Natixis Advisors does not have a direct focus on the tracking error or performance dispersion versus the benchmark on a pre-tax basis. Therefore, clients should be willing to accept a higher tracking error compared to tracking error delivered by tax-managed solutions using optimizers, targeting to minimize a tracking error versus the benchmark.

Account Minimum:	\$1,000,000	
Fees (annual):	Assets/Value	Fee
	Up to \$49,999,999	0.18%
	\$50,000,000-\$99,999,999	0.15%
	\$100,000,000-\$499,999,999	0.13%
	\$500,000,000 and above	0.12%

AIA S&P 600® - ESG (for accounts with the ESG Best in Class screen)

Strategy Description:

The strategy is a discretionary managed investment strategy constructed, managed and implemented by Natixis Advisors. Natixis Advisors uses a proprietary stratified sampling methodology to select stocks based on sector and size. Selected stocks are then weighted to maximize tracking with the S&P 600® index. On a quarterly basis, portfolios are tax loss harvested and rebalanced to help increase after-tax returns while minimizing risk. The clients in the strategy need to have a long term time horizon. The investment process leads to building embedded capital gains in the portfolio by keeping winning positions and selling losing positions. As a result, should the portfolio need to be fully or partially liquidated, the capital gains to be realized could be significant, and therefore this might be expensive from a tax perspective. In managing client accounts, Natixis Advisors does not have a direct focus on the tracking error or performance dispersion versus the benchmark on a pre-tax basis. Therefore, clients should be willing to accept a higher tracking error compared to tracking error delivered by tax-managed solutions using optimizers, targeting to minimize a tracking error versus the benchmark.

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Fees (annual):	Assets/Value	Fee
	Up to \$49,999,999	0.18%
	\$50,000,000-\$99,999,999	0.15%
	\$100,000,000-\$499,999,999	0.13%
	\$500,000,000 and above	0.12%

AIA S&P 1500®

Strategy Description:

The strategy is a discretionary managed investment strategy constructed, managed and implemented by Natixis Advisors. Natixis Advisors uses a proprietary stratified sampling methodology to select stocks based on sector and size. Selected stocks are then weighted to maximize tracking with the S&P 1500® index. On a quarterly basis, portfolios are tax loss harvested and rebalanced to help increase after-tax returns while minimizing risk. The clients in the strategy need to have a long term time horizon. The investment process leads to building embedded capital gains in the portfolio by keeping winning positions and selling losing positions. As a result, should the portfolio need to be fully or partially liquidated, the capital gains to be realized could be significant, and therefore this might be expensive from a tax perspective. In managing client accounts, Natixis Advisors does not have a direct focus on the tracking error or performance dispersion versus the benchmark on a pre-tax basis. Therefore, clients should be willing to accept a higher tracking error compared to tracking error delivered by tax-managed solutions using optimizers, targeting to minimize a tracking error versus the benchmark.

Account Minimum:	\$1,000,000	
Fees (annual):	Assets/Value	Fee
	Up to \$49,999,999	0.18%
	\$50,000,000-\$99,999,999	0.15%
	\$100,000,000-\$499,999,999	0.13%
	\$500,000,000 and above	0.12%

AIA S&P 1500® - ESG (for accounts with the ESG Best in Class screen)

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Appendix A Certification of Trust

This Certification of Trust is for use by trustees of revocable and irrevocable trusts. Depending on the account activity desired, Natixis Advisors, LLC (“Natixis Advisors”) may request or require a copy of the full Trust Agreement before acceptance of the account or particular transactions. Qualified Pension Plan Trusts (ERISA) should NOT use this form.

Name of Trust:			
Date Trust was executed:		Tax I.D. Number*	

**In the case of a living trust, the Tax I.D. number may be the same as the grantor’s Social Security Number*

State where issued:		Note: This form cannot be used for foreign trusts or ERISA agreements
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Name(s) and address(es) of Grantor(s)/Settlor(s) who established the Trust:	

If multiple trustees:	<input type="checkbox"/> any one may act alone <input type="checkbox"/> a majority may act for all <input type="checkbox"/> all must act unanimously <input type="checkbox"/> certain trustees must act jointly (list names in the next column)	<hr/> <hr/> <hr/>
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The undersigned Trustee(s) do hereby certify and affirm the following:
<ol style="list-style-type: none"> 1. The named trust is presently in effect and has not been revoked, modified or amended in any manner that would cause the representations in this Certification to be incorrect. 2. I/We acknowledge and agree that Natixis Advisors is relying exclusively on the representations in this agreement and not upon the review of the trust document, even if the trust document has been or is later provided. Natixis Advisors is permitted to rely upon the representations in this document until amended, modified or revoked in any manner that would cause the representations in this Certification to be incorrect. 3. The trustee(s) is (are) authorized to open and close securities accounts and to engage investment advisors on behalf of the trust. 4. I/We have the power and authority to enter into any securities transactions involving the purchases, sales or transfers of any securities, whether listed or unlisted, including, but not limited to, corporate stocks and bonds, municipal securities, U.S. Government and Agency Securities, mutual funds, unit investment trusts, limited partnerships and covered options.

5. I/We have the power and authority to enter into banking transaction, including writing checks or drafts against the assets of the trust. I/We have the power and authority to make distributions or transfers by check to any person or party that I/we may direct. The authority of the trustees to make distributions or transfers shall be unrestricted and shall include the authority to access the principal of the trust and direct the distribution of trust assets.
6. I/We have the following additional powers and authorities (Check the types of investments that are to be permitted. Natixis Advisors may request a copy of the full Trust Agreement before acceptance of the account or particular transaction):
 - a. Delegating trustee powers to third parties under POAs (copy of POA also required).
 - b. Other (please describe)

7. Each of the undersigned, jointly and severally, individually, and as trustee, indemnifies Natixis Advisors and agrees to hold Natixis Advisors harmless against all obligations, demands, losses or liabilities (including attorney's fees) that Natixis Advisors incurred, suffered, or paid because of Natixis Advisors' reliance on this document and/or transactions or actions by the undersigned. By indemnifying Natixis Advisors, each of the undersigned, jointly and severally, individually, and as trustee, indemnifies Natixis Advisors' agents, officers, and employees. This indemnification shall survive termination of this document or any other account or agreement with Natixis Advisors.
8. This document and its enforcement shall cover, individually and collectively, all accounts and agreements that the undersigned may at any time maintain with Natixis Advisors; shall work for the benefit of Natixis Advisors and any successors and assigns; and shall be binding upon the undersigned and any and any executors, administrators, successors, heirs, assigns, and beneficiaries. This document is in addition to and in no way limits or restricts any rights Natixis Advisors may have under any other agreement or agreements between Natixis Advisors and the undersigned.
9. I/We acknowledge receiving account documentation, agreements and risk disclosure forms to undertake any transaction specified in paragraphs 3, 4 and 5 above. I/We also understand the risks inherent in those transactions. I/We represent that I/we have not relied upon any agent or representative of Natixis Advisors in connection with completing this document or in making the representations contained herein to Natixis Advisors.
10. I/We have had the opportunity to consult with an attorney, to the extent necessary, before executing this document.
11. All information provided on this form is accurate and complete.
12. **I/We agree to inform Natixis Advisors in writing within a reasonable time of any trust amendments, change of Trustee(s), or other facts and events that would affect or alter this Certification.**

Trustee (Please print)	Signature	Date