

ALLSTATE FINANCIAL ADVISORS
INVESTMENT ADVISORY AGREEMENT

(Name of Account)

The undersigned ("Client") hereby retains Allstate Financial Advisors, LLC ("Advisor"), an SEC registered investment advisor, as investment advisor for the Account referred to above ("Account") and Advisor agrees to serve in that capacity, on the following terms and conditions:

Authority. Advisor shall direct the investments of and for the Account subject to such limitations and restrictions as Client may impose. Advisor will provide investment advice utilizing the Managed Account Solutions Program ("MAS Program") offered through Envestnet Asset Management, Inc. ("Envestnet"), an investment advisor registered with the Securities and Exchange Commission, and National Financial Services, LLC ("NFS").

Brokerage and Custody. Client agrees to establish a brokerage account with Allstate Financial Services, LLC ("AFS") and complete the necessary documents required by AFS. Advisor has selected National Financial Services, LLC ("NFS") as the primary custodian and Advisor participates in the Managed Account Solutions program. All transactions will be consummated by payments to, or delivery by, Client, of all cash and/or securities due to or from the account. Advisor shall not act as custodian for the Account and shall not take possession of cash and/or securities of the Account. Client shall not withdraw or deposit cash and/or securities in the Account without simultaneously informing Advisor.

Investment Objectives. Client will complete a profile questionnaire which will assist the Advisor in the determination of the Client's investment objectives and risk tolerance. It will be Client's responsibility to inform Advisor of the investment objectives of the account and of any changes herein in writing including, but not limited to, a change in Client's financial situation. Advisor will base its decisions on the information supplied by Client at the initial meeting and as updated from time to time by the Client.

Services. Advisor will refer Client to Envestnet for asset management services. Advisor will, using a profile questionnaire, ascertain the Client's financial position and assess the Client's investment needs and objectives, investment limitations and risk tolerance. Once this information has been obtained from Client, Advisor will utilize a proposal generator provided through Envestnet to deliver a recommended model portfolio and investment management services through Envestnet's MAS Program. Envestnet will actively manage Client's portfolio and will assume investment discretion and trading authority over the managed account. Advisor will not obtain investment discretion and trading authority over the assets in Client's account.

Reports to Clients. By execution of this Agreement, Advisor accepts the appointment as investment advisor and agrees to direct the investments of the Account. It is agreed that Advisor, in the maintenance of its records, does not assume responsibility for the accuracy of information furnished by Client or any other party. Client will receive a brokerage statement from NFS and a quarterly report from Envestnet.

Trade Confirmations. Client instructs AFS to send immediate trade confirmations to the appropriate investment advisor representative designated by Client on the Client's brokerage account at NFS. AFS further represents that it will facilitate delivery of such trade confirmations to the appropriate investment advisor representative. Client acknowledges that AFS is instructed that, in lieu of receiving immediate confirmations, Client will receive a quarterly confirmation report.

Confidential Relationship. All information and advice furnished by either party to the other hereunder, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as required by law.

Non-exclusive Contract. It is understood that Advisor performs investment advisory services for itself, its officers, directors, and shareholders as well as various other clients. Client agrees that Advisor may give advice with respect to the Account, so long as it is the Advisor's policy, to the extent practical, to allocate investment opportunities to the Account over a period of time on a fair and equitable basis relative to other clients. It is understood that Advisor shall not have any obligation to recommend for purchase or sale for Account any security which Advisor, its principals, affiliates, or employees may purchase or sell for its or their own accounts or for the account of any other client, if in the opinion of Advisor in its sole discretion, such recommendation appears unsuitable, impractical or undesirable for the Account.

Fees. The compensation of Advisor for its services under this Agreement shall be calculated and paid in accordance with the published Schedule of Fees which may be amended from time to time by Advisor upon thirty (30) days written notice to Client. A copy of the commencing fee schedule is attached hereto as Exhibit A. Fees shall be automatically debited from Client's account on a quarterly basis. Advisor shall not be compensated on the basis of a share of capital gains upon or capital appreciation of the funds or any portion of the funds of the Client. Lower fees for comparable services may be available from other sources.

Termination: Assignment. This Agreement may be terminated at any time by either party's giving to the other written notice of such termination. Advisor has the option to not accept any termination instructions, including account liquidation instructions, unless provided in writing by Client. Fees paid in advance hereunder will be prorated to the date of termination specified in the notice of termination and any unearned portion thereof will be refunded to Client. No assignment, as that term is defined in the Investment Advisor's Act of 1940, of the Agreement shall be made by Advisor without written consent of Client.

Representations. Client represents and confirms that the retention of Advisor is authorized by the governing documents relating to the Account and that terms hereof do not violate any obligations by which Client is bound, whether arising by contract, operation of law or otherwise, and, if Client is a corporation or trust, that (a) this Agreement has been duly authorized by appropriate action and when executed and delivered will be binding upon Client in accordance with its terms, and (b) Client will deliver to Advisor such evidence of such authority as Advisor may reasonably require, whether by way of a certified resolution or otherwise. The Client understands that the Client will be responsible for any tax liabilities, which result from such transactions. Client represents that it owns all of the cash and securities in its account without restriction on investment or disposition. By execution of this Agreement, Advisor represents and confirms that it is registered as an Investment Advisor under the Investment Advisor's Act of 1940. Client acknowledges that no guarantee of investment success has been made to Client, that securities markets are volatile, the Client's account may depreciate or that Advisor may under perform the market.

Acknowledgement of Disclosure. Client hereby acknowledges receipt of Advisor's Disclosure Statement as required pursuant to Rule 204-3 (17 CFR 275.204-3) under the Investment Advisor's Act of 1940 prior to or on the date (shown below) of the Client's signing of this agreement.

Termination by Client. Client shall have the option to terminate this Agreement in its entirety exercisable at Client's sole option, and without penalty, for five days from the date (shown below) of the Client's signing of this Agreement; provided, however, that any investment action taken by the Advisor with respect to the Account during such five day period in reliance upon this Agreement and prior to receipt of actual notice of the Client's exercise of this right of termination, shall be at the sole risk of the Client.

Dispute Resolution. Any dispute arising between the Client and Advisor under this agreement shall be resolved by binding arbitration pursuant to FINRA Dispute Resolution.

Entire Agreement. This Agreement and undertaking set forth herein constitute the entire agreement between the parties hereto with respect to the investment and management of the Account and supersedes all prior negotiations and agreements.

Construction. Headings used in this Agreement are for convenience only, and shall not affect the construction or interpretation of any of its provisions. Each of the provisions of this Agreement are severable, and the invalidity or inapplicability of one or more provisions, in whole or in part, shall not affect any other provision. This agreement shall be construed and interpreted under the laws of the State of Illinois

Agreed and Accepted by:
Client(s):

_____ Date: _____

_____ Date: _____

ALLSTATE FINANCIAL ADVISORS, LLC

_____ Date: _____

(Officer)

EXHIBIT A: ALLSTATE FINANCIAL ADVISORS, LLC FEE SCHEDULE

SIGMA MF Solution

<u>Breakpoint</u>	<u>Sponsor Fee</u>	<u>Advisor Fee</u>	<u>Client Fee</u>
Up to \$250K	0.35%	1.15%	1.50%
\$250K – 500K	0.35%	1.00%	1.35%
\$500K – 1M	0.31%	0.94%	1.25%
\$1M – 2M	0.27%	0.88%	1.15%
\$2M – 5M	0.23%	0.77%	1.00%
Above \$5M	0.20%	0.60%	0.80%

PMC Strategic ETF Solutions

<u>Breakpoint</u>	<u>Sponsor Fee</u>	<u>Advisor Fee</u>	<u>Client Fee</u>
Up to \$250K	0.40%	1.10%	1.50%
\$250K – 500K	0.35%	1.00%	1.35%
\$500K – 1M	0.28%	0.97%	1.25%
\$1M – 2M	0.23%	0.92%	1.15%
\$2M – 5M	0.21%	0.79%	1.00%
Above \$5M	0.18%	0.62%	0.80%