

**Terms and Conditions  
for  
Partner Portal**

These Terms and Conditions for Partner Portal (the “**Terms**”) are a part of and incorporated into the ordering document (the “**Order Form**”) between Commonwealth Equity Services, LLC d/b/a Commonwealth Financial Network (“**CFN**”) and the entity identified therein (“**Carrier**”) and apply to Carrier’s subscription to and use of the Partner Portal (as defined below) pursuant to the Order Form (together with these Terms, the “**Agreement**”). Carrier and CFN shall each be referred to herein as a “**Party**,” and collectively as the “**Parties**”.

**1. ACCESS AND USE OF PARTNER PORTAL; CARRIER DATA**

1.1 Use of Partner Portal. Subject to Carrier’s compliance with these Terms, CFN agrees to make available to Carrier the online platform identified in the Order Form (the “**Partner Portal**”) during the Term (as defined below). Carrier may use the Partner Portal solely for its own internal business purposes.

1.2 Access to Partner Portal. The Partner Portal is hosted and operated by CFN’s third party service provider, Saltzman Insights, LLC (“**Saltzman Insights**”). Subject to Carrier’s compliance with these Terms, CFN will direct Saltzman Insights to provide Carrier and its employees (“**Authorized Users**”) with access to the Partner Portal, subject to any additional terms and conditions for access and use of the Partner Portal as required by Saltzman Insights. Saltzman Insights shall be responsible for providing support and maintenance for the Partner Portal.

1.3 Carrier Data. The Carrier hereby acknowledges and agrees that (i) CFN has the right to, and will, authorize Saltzman Insights to obtain certain data about Carrier and its policyholders (“**Carrier Data**”) from the Depository Trust & Clearing Corporation (“**DTCC**”) and make such Carrier Data available in the Partner Portal on an aggregated basis as described in more detail in Schedule A; (ii) Saltzman Insights may collect, compile, store, aggregate, sort, manipulate, analyze and otherwise use Carrier Data to provide and operate the Partner Portal; and (iii) other CFN clients will have access to the Partner Portal and aggregated Carrier Data incorporated therein.

1.4 Reserved Rights. Each Party shall retain

ownership of all right, title and interest in and to such Party’s pre-existing intellectual property. As between CFN and Carrier, CFN retains all right, title and ownership rights to Carrier Data obtained pursuant to the Agreement. At no time shall Carrier acquire or retain any title or ownership rights in and to the Partner Portal, except for the limited rights of access and use granted to Carrier hereunder.

**2. FEES AND PAYMENT TERMS**

2.1 Fees. For the Partner Portal, CFN will charge the subscription fees (the “**Fees**”) set forth on the Order Form. Unless otherwise specified on the Order Form, all amounts are due within thirty (30) days after Carrier’s receipt of an invoice from CFN. Any amounts due hereunder are exclusive of, and Carrier shall be responsible for, all sales taxes, value added taxes, duties, use taxes, withholdings and other governmental assessments, excluding taxes based on the net income of CFN.

2.2 Fee Increases. CFN reserves the right to increase the Fees for any Renewal Term upon [one hundred twenty (120) days’ written notice] prior to the commencement of the applicable Renewal Term.

**3. REPRESENTATIONS & WARRANTIES; DISCLAIMERS**

3.1 Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party that the execution and delivery of the Agreement and the performance by it of the transactions contemplated thereby have been duly authorized and will not violate (a) such Party’s organizational documents, (b) any agreement, instrument or contractual obligation to which such

Party is bound in any material respect, (c) any requirement of any applicable laws, or (d) any order, writ, judgment, injunction, decree, determination or award of any court or governmental agency presently in effect applicable to such Party.

3.2 Representations and Warranties of Carrier. Carrier further represents and warrants that Carrier has the right and authority necessary to authorize CFN to permit Saltzman Insights to obtain the Carrier Data from the DTCC and use such Carrier Data for the Partner Portal as contemplated herein.

3.3 DISCLAIMERS. SUBJECT TO THE FOREGOING, CFN MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE PARTNER PORTAL WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS. FURTHER, CFN DOES NOT WARRANT THAT THE PARTNER PORTAL AND/OR DATA THEREIN (INCLUDING WITHOUT LIMITATION CARRIER DATA) WILL BE ERROR-FREE OR BE PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION OR MEET CARRIER'S BUSINESS OR OPERATIONAL PURPOSES. CARRIER EXPRESSLY ACKNOWLEDGES THAT CFN SHALL NOT IN ANY WAY BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COMPLETENESS, SUITABILITY OR QUALITY OF THE PARTNER PORTAL OR DATA THEREIN (INCLUDING WITHOUT LIMITATION CARRIER DATA). CFN DISCLAIMS LIABILITY IN ALL RESPECTS RESULTING FROM THE ACTIONS OF SALTZMAN INSIGHTS, ANY OTHER USER OF THE PARTNER PORTAL, OR ANY THIRD PARTY ACTIONS OR FAILURES TO ACT.

#### **4. INDEMNIFICATION; LIMITATION OF LIABILITY**

4.1 Indemnification by Carrier. Carrier will indemnify, defend and hold CFN and its officers,

directors, employees and agents (the "CFN Indemnitees") harmless from and against any costs, expenses (including, without limitation, reasonable attorneys' fees), damages and other liabilities associated with any claim arising out of or based on Carrier's access to and/or use of the Partner Portal and/or data therein (including without limitation Carrier Data); provided, that, Carrier shall not be obligated to indemnify CFN for any claims to the extent arising from or occurring as a result of the gross negligence or willful misconduct of CFN or its employees or agents.

4.2 Conditions to Indemnification. A CFN Indemnitee seeking recovery under this Section 4 shall give prompt notice of a claim to Carrier. Unless Carrier is contesting its obligation under Section 4.1, CFN shall permit Carrier to control any litigation relating to such claim and the disposition of such claim (including without limitation any settlement thereof); provided, that, Carrier shall not settle or otherwise resolve such claim without the prior written consent of CFN, which consent shall not be unreasonably withheld, conditioned or delayed. CFN shall cooperate with Carrier in its defense of any such claim in all reasonable respects and shall have the right to be present in person or through counsel at all legal proceedings with respect to such claim.

#### 4.3 Limitation and Liability.

(a) As between Carrier and CFN, Carrier assumes all liability for damages which may arise from its receipt and use of the Partner Portal. Without limiting the foregoing, in no event will CFN be liable to Carrier for damages arising under the Agreement in excess of an aggregate of the total amount of Fees paid by Carrier to CFN under the Order Form during the twelve (12) months immediately preceding the claim hereunder. The foregoing limitation of liability shall not apply to limit damages due to the fraud, gross negligence, or willful misconduct of CFN.

(b) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, COVER, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY

DAMAGES ARISING FROM LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, DATA OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, OR OTHER ACTIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 5. ADDITIONAL CARRIER RESPONSIBILITIES

5.1 Compliance. Client is solely responsible for its compliance with any terms and conditions imposed on it by Saltzman Insights with respect to the Partner Portal. As between Carrier and CFN, Carrier is solely responsible for compliance with all legal and regulatory requirements with respect to Carrier’s use of the Partner Portal and Carrier Data.

5.2 Authorized Users. Carrier will ensure all Authorized Users’ compliance with the terms and conditions contained herein, and any applicable additional terms and conditions applicable to the Partner Portal, and Carrier will assume all responsibility and liability with respect to use of the Partner Portal by its Authorized Users.

5.3 No Reverse Engineering; No Unauthorized Use. Carrier will not itself and will not engage an affiliate or a third party to, and will ensure that no Authorized User will: (a) attempt to decompile, decode, disassemble, or otherwise reverse engineer the Partner Portal; (b) copy, in whole or in part, the Partner Portal or any component thereof; (c) modify, enhance, create derivative works of, combine with other programs, or otherwise change the Partner Portal; or (d) develop or have developed any product or service using or based on any component of the Partner Portal. Customer shall not use the Partner Portal in whole or in part for any purpose except as expressly provided under the Agreement.

5.4 Restrictions. Customer shall not sublicense, sell, rent, lease, provide service bureau or timeshare services, transfer, transmit, distribute or otherwise make the Partner Portal or any component thereof or any data contained therein (including, without

limitation, the Carrier Data) available to third parties other than Authorized Users. Notwithstanding the foregoing, Carrier may use the Partner Portal for its internal business purposes (which may include the exporting of data into the Carrier’s internal or third-party platform or database). For avoidance of doubt, Carrier does not have the right to disclose or distribute to any third party the Partner Portal or any Carrier Data included therein.

## 6. TERM AND TERMINATION

6.1 Term. The term of the Agreement shall commence on the date that the Partner Portal is made available for access and use by Carrier and shall continue for a period of one (1) year (the “**Initial Term**”), after which it will automatically renew for successive one (1) year periods (each, a “**Renewal Term**,” and collectively, the “**Term**”), unless earlier terminated as provided herein.

6.2 Termination.

(a) Unilateral Right to Terminate. Either Party shall have the right to terminate the Agreement, for any reason, effective upon not less than ninety (90) days’ written notice to the other Party prior to the commencement of a Renewal Term of its intent not to renew the Agreement.

(b) Termination for Breach. Either Party may terminate the Agreement, effective immediately upon written notice to the other Party, for a material breach by the other Party of the Agreement that, if curable, remains uncured for thirty (30) days after the non-breaching Party first gives written notice to the other Party of such breach and its intent to terminate the Agreement if such breach is not cured.

6.3 Suspension. CFN reserves the right to cause Saltzman Insights to suspend Carrier’s or any of its Authorized User’s access to the Partner Portal or any portion thereof upon its reasonable belief that tortious, criminal or otherwise improper or prohibited activity may be associated with Carrier’s or such Authorized User’s utilization of the Partner Portal or in the event that Carrier has not made payments due under the Agreement or is otherwise in default of any obligation

thereunder. CFN shall provide written notice to Carrier explaining the reason for any such suspension. CFN may condition any restoration of access upon satisfaction of such conditions and payment of such costs and fees directly associated with the suspension of service as CFN reasonably determines are appropriate.

6.4 Consequences of Termination. Termination of the Agreement shall not affect any claims, liabilities or obligations, which arose in connection with the Agreement prior to such termination. In the event of any termination of the Agreement, Carrier shall only be refunded prepaid but unused fees if it terminates pursuant to Section 6.2(b). Notwithstanding the termination of the Agreement, it is acknowledged and agreed that those rights and obligations which by their nature are intended to survive such expiration or earlier termination shall survive.

## 7. MISCELLANEOUS

7.1 Governing Law. The Agreement will be construed, interpreted and applied in accordance with the laws of the Commonwealth of Massachusetts (excluding its body of law controlling conflicts of law).

7.2 Equitable Relief. Notwithstanding anything to the contrary, each of the Parties hereby acknowledges that a breach or threatened breach of their respective obligations under the Agreement may cause irreparable harm and that the remedy or remedies at law for any such breach may be inadequate. Each of the Parties hereby agrees that, in the event of any such breach or threatened breach, in addition to all other available remedies hereunder, the non-breaching Party shall have the right to seek equitable relief to enforce the provisions of the Agreement.

7.3 Entire Agreement. The Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior representations, understandings and agreements between the Parties, whether written or oral, with respect to the subject matter hereof. Commonwealth

may amend or modify the Terms from time to time upon reasonable prior written notice to Carrier; (c) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of the Agreement; and (d) the terms and provisions of the Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of the Agreement.

7.4 Severability. If any provision(s) of the Agreement are or become invalid, are ruled illegal by any court of competent jurisdiction or are deemed unenforceable under then current applicable law, it is the intention of the Parties that the remainder of the Agreement shall not be affected thereby provided a Party's rights under the Agreement are not materially affected. The Parties hereto covenant and agree to renegotiate any such term, covenant or application thereof in good faith in order to provide a reasonably acceptable alternative to the term, covenant or condition of the Agreement or the application thereof that is invalid, illegal or unenforceable, it being the intent of the Parties that the basic purposes of the Agreement are to be effectuated.

7.5 Status. It is expressly agreed that Carrier and CFN shall be independent contractors and that nothing in the Agreement is intended or shall be deemed to constitute a partner, agency, employer-employee or joint venture relationship between the Parties. Neither Carrier nor CFN shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without that Party's prior written consent.

7.6 Further Assurances. Each Party agrees to execute, acknowledge and deliver such further instructions, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of the Agreement.

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**Schedule A**  
**Data Elements for Carrier Data**

The Parties agree that the following data elements may be displayed in the Partner Portal in anonymized and aggregated form to all users of the Partner Portal\*:

<b><u>Data Element</u></b>	<b><u>Description of Data Element</u></b>
Premium Value	Displayed values are aggregated premiums at the product type level only; however, a Carrier can see its own aggregated premiums associated with its own product sales.
Insurance Company	Actual underwriting Insurance Company entity. A Carrier can only see its own Insurance Company(ies)
Carrier	Group name for a Carrier's list of Insurance Companies
Product Name	The only specific product level information displayed is that of a Carrier's own products
Product Type	ex. Variable Annuity, Fixed Rate Deferred Annuity, SPIA, etc.
Firm	Distribution firm to which the data is attributable
Branch	Distributor's location name
Division	Distributor's division name to which a Distributor's Advisor is attributable
Rep Code	A distributor assigned code that id's an individual Advisor or a team of Advisors
Rep Name	Name of the Distributor's Individual Advisor or Team name of a group of Advisors
City	Advisor location information
Partner	Group name of the Carrier
Partner Region	Carrier's Region, which is made up of territories
Partner Territory	Defined list of zip codes
Partner Wholesaler	Carrier's wholesale resource(s) supporting the distributor and its advisors
Partner Internal Wholesaler	Carrier's internal wholesale resource(s) supporting the distributor and its advisors
Partner Internal Wholesaler Manager	Carrier's internal wholesale sales manager(s) supporting the Carrier's Internal Wholesalers

\*If applicable, any personal information of California Advisors is de-identified when displayed in the Partner Portal.