

ORDER MANAGEMENT SYSTEM (OMS)

END USER (ACCOUNT OWNER) TERMS AND CONDITIONS

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THESE ORDER MANAGEMENT SYSTEM (OMS) END USER (ACCOUNT OWNER) TERMS AND CONDITIONS, THE PONTERA END USER [PRIVACY POLICY](#) AND ANY OTHER APPLICABLE NOTICES REFERENCED THEREIN (COLLECTIVELY, THESE “**TERMS**”), AS MAY BE UPDATED FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, CONSTITUTE A BINDING CONTRACT BETWEEN PONTERA SOLUTIONS INC. (FORMERLY FEEX, INC.), ITS PARENT COMPANY AND ITS AFFILIATES (“**PONTERA**,” “**WE**,” OR “**US**”) AND YOU (“**END USER**” OR “**YOU**”) AS THE OWNER, HOLDER, OR BENEFICIARY OF THE FINANCIAL ACCOUNTS HELD WITH A THIRD PARTY FINANCIAL INSTITUTION (“**FINANCIAL INSTITUTION**”). PLEASE READ THESE TERMS CAREFULLY BEFORE LINKING ANY OF YOUR FINANCIAL INSTITUTION ACCOUNTS, INCLUDING HELD AWAY RETIREMENT PLAN ASSETS OR ACCOUNTS MAINTAINED BY A FINANCIAL INSTITUTION (“**FINANCIAL ACCOUNTS**”) TO THE PONTERA ORDER MANAGEMENT SYSTEM, WHICH INCLUDES A DESIGNATED WEBSITE ACCESSED BY YOU (THE “**WEBSITE**”) AND A DESIGNATED PROPRIETARY SOFTWARE-AS-A-SERVICE PLATFORM (THE “**PLATFORM**”) LICENSED AND USED BY YOUR FINANCIAL ADVISORY FIRM AND THEIR AUTHORIZED FINANCIAL ADVISORS (COLLECTIVELY, YOUR “**ADVISOR**”) FOR THE PURPOSE OF PROVIDING THEIR ADVISORY SERVICES TO YOU FOR YOUR BENEFIT. YOUR ADVISOR IS THE DIRECT RECIPIENT OF PONTERA’S ORDER MANAGEMENT AND ASSOCIATED SERVICES DELIVERED THROUGH THE PLATFORM (THE “**SERVICES**”).

THESE TERMS APPLY WHEN YOU LINK YOUR FINANCIAL ACCOUNTS TO PONTERA AS A RESULT OF AND IN CONNECTION WITH YOUR ADVISOR’S USE OF THE PLATFORM IN ORDER TO PROVIDE YOU ADVISORY SERVICES. IF YOU ACCESS OR USE ANY OTHER SERVICE OR OFFERING PROVIDED BY PONTERA, SUCH USE IS NOT GOVERNED BY THESE TERMS, AND MAY BE GOVERNED BY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS.

1. THE PLATFORM AND SERVICES

Pontera’s Platform and Services provide technological tools and methods for your Advisor to (a) log into one central user interface and facilitate the receipt of information regarding your retirement plan assets held away at Financial Institutions and (b) communicate trade orders (“**Financial Orders**”) on your behalf for held away retirement plan assets in your Financial Accounts. In some cases, Financial Orders require your Advisor to make adjustments to your Financial Account, such as by changing or adjusting “*Auto-Rebalance*” commands previously added by you or your Advisor. By granting your Advisor the authority to issue a Financial Order, you explicitly and specifically authorize your Advisor to take such supplementary actions using the Platform. The Platform is designed to allow your Advisors, who license Pontera’s Platform (either directly or through their employer or principal), to manage your Financial Accounts. The Platform allows Advisors to log into one central user interface, review your Financial Account data, and issue trade orders on your behalf for held away assets in your Financial Accounts at Financial Institutions. The Platform is primarily used to manage 401(k)s, 403(b)s, 401(a)s, 457s, 529s, Variable Annuities, Health Savings Accounts (HSAs), Thrift Savings Plans (TSPs), Individual Retirement Accounts (IRAs), and Stock Option Plans, which may change from time to time.

2. ACCOUNT LINKING

Your Advisor will provide you with a personalized link that will bring you to the Pontera Website. In order for your Advisor to use the features and functionality of the Platform on your behalf, you must connect your Financial Account at your Financial Institution to the Platform by using the “Link Accounts” feature (“**Account Linking**”) on the Website. In order to ensure that the Pontera Platform features and functionality work for their intended purposes, including to facilitate the communication of Financial Orders issued by your Advisor, you hereby authorize Pontera to: (a) add an additional email and/or telephone number assigned to you (and only you) by Pontera, or (b) substitute your email and/or telephone number at your Financial Institution with a new email and/or telephone number assigned to you (and only you) by Pontera, each for the sole purpose

of authenticating on your behalf for Financial Accounts for which you have enabled Account Linking. For all other accounts you may hold at the Financial Institution, including non-retirement plan accounts, Pontera will forward emails, text messages, and/or telephone calls to you, and will never authenticate on your or your Advisor's behalf. You further agree that Pontera may require you to establish and configure certain security options, such as multi-factor authentication (MFA), which may require use of third-party authenticator applications.

Commitment to Client Protection. Pontera maintains for its End Users with a [Commitment to Client Protection](#). Our robust cybersecurity and data privacy strategies are underpinned by [Zero Trust Architecture](#) and compliant with globally-recognized standards including [SOC 2 Type II](#) Certification by Ernst & Young and [ISO/IEC 27001](#) compliance as certified by an accredited ISO body. In the event that you suspect that there has been unauthorized access to your retirement account data that occurs as a direct result of a security breach to Pontera's systems, we are committed to working with you to thoroughly assess the situation and to explore appropriate measures to help mitigate negative impacts— including financial assistance—in an effort to make you whole.

Please note that Pontera is not responsible for losses arising due to the acts or omissions of you or your Advisor, or a security breach to you, your Advisor, or any other third party. For clarity, you remain responsible for transactions and other activities made by your investment Advisor for you (or any transactions or activities initiated by someone to whom you have given access to your Financial Account information and/or account credentials), or that otherwise occur as a result of a compromise of your account credentials. We will ask for your cooperation with our investigation and may require you to take follow-up actions. Pontera may require you to assign certain rights or sign a release form as a condition to receive financial support from Pontera. We do not cover taxes, legal fees, or any indirect, consequential, or non-monetary damages.

Limited Power of Attorney. *In addition to the rights that we receive from your Advisor as a service provider to your Advisor, you hereby grant to Pontera, solely during such time that any Account Linking is effective, a limited power of attorney, and appoint Pontera as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any capacity, including via your Financial Institution's or other third-party internet websites, applications, servers, and documents, on your behalf including without limitation by logging in, activating multi-factor authentication services, and including acknowledging and/or consenting to any terms of service, consent gateways, or other pop-up agreements that are related to and necessary for the sole purposes of managing your Financial Accounts using your End User Credentials (as defined below) and retrieving and using your End User Data or, if applicable, to facilitate the communication of the Financial Orders issued by your Advisor with the full power and authority to do and perform each and every act required and necessary to be done in connection with such purposes, as necessary to provide your Advisor with the Services for your benefit. You agree that Pontera may perform all of the foregoing actions on your behalf, either directly or indirectly through Pontera's service providers. You agree that your Financial Institutions shall be entitled to rely on the foregoing authorization, agency, and power of attorney granted by you.*

Deactivating Account Linking. You may delink or deactivate your Account Linking at any time by following the deactivation instructions provided to you via email from Pontera or by contacting Pontera at support@pontera.com.

YOU ACKNOWLEDGE AND AGREE THAT YOUR DEACTIVATION OF THE ACCOUNT LINKING WILL IMMEDIATELY SEVER PONTERA'S CONNECTION TO YOUR FINANCIAL INSTITUTION AND WILL RESULT IN THE TERMINATION OF PONTERA'S ABILITY TO FACILITATE MANAGEMENT OF YOUR FINANCIAL ACCOUNTS. ONCE YOUR ACCOUNT IS DEACTIVATED, YOUR ADVISOR WILL NOT BE ABLE TO COMMUNICATE FINANCIAL ORDERS ON YOUR BEHALF THROUGH THE PLATFORM. IN NO EVENT SHALL PONTERA BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENCES RESULTING FROM YOUR DEACTIVATION OF THE ACCOUNT LINKING.

3. END USER CREDENTIALS; COMMUNICATION OF FINANCIAL ORDERS ON THE PLATFORM

In order for Pontera to provide the features and functionality of the Services to your Advisor for your benefit, you must first authorize the Account Linking between the Platform and your Financial Accounts, as further described in Section 2 above. To do so, you authorize Pontera's use of your applicable passwords, access credentials, and any other data or information required to enable Pontera to achieve the Account Linking ("**End User Credentials**"). When your Advisor receives information regarding your Financial Account or communicates Financial Orders on your behalf using the Platform, Pontera uses your End User Credentials with the Financial Institution where your Financial Account is maintained to do so.

For as long as your Account Linking remains enabled with Pontera, you hereby authorize and permit Pontera to use your End User Credentials to connect directly to your Financial Account at the applicable Financial Institution, on your behalf, in order

to allow your Advisor to communicate Financial Orders and retrieve information about your Financial Accounts using the Platform. You understand that Pontera may need to engage third-party data aggregation service providers to accomplish this task, and that such service providers may have access to the End User Credentials you provide.

You and your Advisor are solely responsible for the accuracy of the Financial Order and any related instructions communicated by your Advisor to Pontera. Pontera does not review any issued Financial Order instructions for accuracy, clarity, completeness, or errors and Pontera shall not be liable for any inaccuracy, ambiguity, deficiency, or errors in such Financial Order instructions. Pontera shall only be liable for errors of Pontera or its third-party data aggregation providers when communicating Financial Orders where such errors (a) created material deviations from your Advisor's inputs into the Platform and (b) such deviations resulted from the gross negligence or intentional act or omission of Pontera or its service providers. You acknowledge that the time required or taken by the applicable Financial Institution to implement a Financial Order may vary. Pontera makes no representations or warranties to you regarding the amount of time required to communicate or implement any Financial Orders processed through the Platform and shall not be liable for any results caused by such passage of time. You may contact the relevant Financial Institution to request a change or cancellation of any Financial Order in accordance with such Financial Institution's policies.

YOU ACKNOWLEDGE AND AGREE THAT WHEN PONTERA AND ITS SERVICE PROVIDERS FACILITATE THE MANAGEMENT OF YOUR FINANCIAL ACCOUNT AND THE COMMUNICATION OF YOUR ADVISOR'S FINANCIAL ORDERS THROUGH THE PLATFORM, PONTERA AND ITS SERVICE PROVIDERS ARE ACTING AS A SERVICE PROVIDER TO YOUR ADVISOR. PLEASE NOTE THAT PONTERA'S TECHNOLOGY ENABLES YOU TO SECURELY LINK YOUR FINANCIAL ACCOUNTS TO OUR PLATFORM, EVEN IF PONTERA DOES NOT HAVE A DIRECT AGREEMENT WITH CERTAIN FINANCIAL INSTITUTIONS. YOUR RELATIONSHIP WITH THE FINANCIAL INSTITUTION ASSOCIATED WITH YOUR FINANCIAL ACCOUNT IS GOVERNED SOLELY BY YOUR AGREEMENTS WITH SUCH FINANCIAL INSTITUTION. WHILE SIMILAR PROCESSES ARE WIDELY USED IN THE INDUSTRY, SOME FINANCIAL INSTITUTIONS MAY HAVE POLICIES RESTRICTING CREDENTIAL SHARING AND ACCOUNT LINKING. AS A RESULT, THERE IS A POSSIBILITY THAT CERTAIN FINANCIAL INSTITUTIONS COULD TAKE STEPS THAT MAY, AMONGST OTHER LEGAL OR FINANCIAL CONSEQUENCES, AFFECT TRANSACTIONS OR DISRUPT YOUR ACCESS TO LINKED ACCOUNTS. WE ENCOURAGE YOU TO REVIEW YOUR FINANCIAL INSTITUTION'S POLICIES BEFORE AUTHORIZING ACCOUNT LINKING.

For the avoidance of doubt, none of Pontera or its Personnel shall have hereunder, nor will Pontera ever claim to have, the authority to take or have possession of any assets in the Financial Accounts maintained by your Financial Institution or to direct delivery to Pontera of any securities or payment of any funds held in such Financial Accounts.

4. END USER DATA AND PLAN-LEVEL DATA

In connecting your Financial Account to the Platform, you are authorizing your Advisor to use the Platform to manage your Financial Account through the use of your End User Credentials. Such authorization includes allowing your Financial Institution to provide Pontera (including its service providers) with the ability to facilitate (a) management of your Financial Account and all data and information relating to you obtained by Pontera as a result of, or in connection with, your Advisor's access to and use of the Services, including but not limited to personal information, and all data and information relating to your Financial Accounts contained therein (together with your End User Credentials, the "**End User Data**") and (b) information relevant to your retirement plan that is neither personal information nor unique to you, pertaining to the terms, conditions, and other non-personal data within financial instruments of entities, plans, and other offerings which may be generated or learned from or in connection with your Financial Account for the purpose of providing the Services ("**Plan-Level Data**").

By making your End User Data available to Pontera and its service providers, you hereby represent and warrant that you have full authority under applicable law (including from your Financial Institution), to provide us with the End User Data and that to the best of your knowledge such End User Data is true, current, complete, accurate, and up to date. You acknowledge that the accuracy of the information and advice provided by your Advisor in connection with their use of the Services may be dependent on the accuracy of both the End User Credentials you provide to us and the End User Data that you provide to us thereafter retrieved with your End User Credentials in connection with your Advisor's use of the Services.

You hereby grant Pontera a non-exclusive, royalty-free, transferable, sublicensable (to Pontera's affiliates and service providers) license to use, process, analyze, store, have used, have processed, have analyzed and have stored the End User Data, in order to (a) provide the Platform and Services to your Advisor for your benefit; (b) develop, improve, and customize any types of services and offerings available through any of the Services, including such Platform's accuracy and interfaces; (c) allow Pontera and its service providers, to the extent permitted by applicable law, to use, transact in, or disclose aggregate,

non-personally identifiable, deidentified, or anonymized data; and (d) comply with any applicable law.

Pontera is not responsible to you for: (a) the quality or content of the Financial Order(s) as communicated by your Advisor; (b) any review, monitoring, or assessment of the End User Data or the Financial Order(s); (c) any products and services offered or provided to you by your Advisor, including as a financial planner, registered representative, broker, dealer or tax or other advisor, including any related Internet-based or other services, and any financial advice; (d) fees charged by any person, including your Advisor or any financial planner, registered representative, broker, dealer, or tax or other advisor, including as a result of your Advisor using the Services or the Platform; (e) any third party technical or other difficulties which may result in failure or delay to obtain the End User Data from or processing of a Financial Order by your Financial Institution, or other service interruptions; or (f) the timeliness, accuracy, deletion, non-delivery, or failure to store any End User Data.

You hereby acknowledge and agree that as between you and Pontera (a) any non-personally identifiable, deidentified, or anonymized information contained in the Plan-Level Data and (b) any data or information sourced from End User Data in anonymized form, from which individual identifiers have been removed by Pontera, or is in aggregated form, such that the data can in no way be relinked specifically to any user, whether or not derived from personal information, shall be deemed to be the proprietary information and intellectual property of Pontera.

5. PRIVACY POLICY

If you are a California resident, please refer to our [California Consumer Privacy Act Notice](#). Pontera respects your privacy and is committed to protecting the information shared with Pontera. Pontera believes that you have a right to know Pontera's practices regarding the information Pontera collects when your Advisors connect to, access, or use the Platform and Services. Pontera's policy and practices and the type of information collected are described in our [End User Privacy Policy](#). Before authorizing Account Linking, you must first read and agree to the End User Privacy Policy.

6. NON-US PERSONS

THE BENEFIT OF THE WEBSITE AND THE PLATFORM IS NOT INTENDED FOR ANY PERSONS OUTSIDE THE UNITED STATES OF AMERICA (E.G., PERSONS IN THE EUROPEAN ECONOMIC AREA, AS REFERRED TO UNDER THE EU GENERAL DATA PROTECTION REGULATION (GDPR) OR OTHER APPLICABLE LAW, (COLLECTIVELY "**NON-US PERSONS**")). BY AGREEING TO THESE TERMS, YOU HEREBY REPRESENT THAT YOU ARE NOT A NON-US PERSON.

7. DISCLAIMERS OF LIABILITY AND WARRANTIES

PONTERA IS NOT A SEC REGISTERED FINANCIAL ADVISOR, A LICENSED FINANCIAL PLANNER, REGISTERED REPRESENTATIVE, BROKER, DEALER, OR TAX ADVISOR, NOR DOES IT PRESENT ITSELF AS SUCH. ANY ACCOUNT MANAGEMENT OR FINANCIAL ADVICE PROVIDED IN CONNECTION WITH YOUR ADVISOR'S USE OF THE PLATFORM AND SERVICES IS PROVIDED SOLELY BY YOUR ADVISOR AND NOT BY PONTERA. PONTERA'S PLATFORM AND SERVICES PROVIDE TECHNOLOGICAL TOOLS AND METHODS FOR YOUR ADVISOR TO (A) FACILITATE THE RECEIPT BY YOUR ADVISOR OF INFORMATION REGARDING YOUR FINANCIAL ACCOUNTS AND (B) COMMUNICATE FINANCIAL ORDERS ON YOUR BEHALF FOR YOUR FINANCIAL ACCOUNTS. **PONTERA DOES NOT RENDER FINANCIAL ADVISORY, BROKERAGE, OR INVESTMENT ADVISORY SERVICES TO ANYONE, INCLUDING TO YOU OR YOUR ADVISOR.** THESE TERMS, AND YOUR ADVISOR'S ACCESS TO THE PLATFORM ON YOUR BEHALF, ARE NOT INTENDED TO CONFER ON PONTERA OR ITS EMPLOYEES, DIRECTORS, OFFICERS, REPRESENTATIVES, AGENTS, CONTRACTORS, OR SERVICE PROVIDERS (COLLECTIVELY, "**PERSONNEL**") ANY FIDUCIARY OR REGULATORY OBLIGATIONS TO ANY PERSON, AND PONTERA DOES NOT INTEND TO ASSUME OR UNDERTAKE ANY OF THE FOREGOING BY ENTERING INTO THESE TERMS.

YOU SHOULD SEEK PROFESSIONAL AND AUTHORIZED ADVICE THAT IS BASED ON A PROFESSIONAL ASSESSMENT OF YOUR INDIVIDUAL FINANCIAL CHARACTERISTICS AND OTHER RELEVANT CIRCUMSTANCES TO MAKE YOUR FINANCIAL DECISIONS. CERTAIN DECISIONS THAT YOUR ADVISOR MAY EFFECTUATE THROUGH THE SERVICES ARE IRREVERSIBLE.

THIS SECTION CONTAINS DISCLAIMERS OF PONTERA'S WARRANTIES AND LIABILITIES RELATING IN ANY WAY TO THE SERVICES, THE PLATFORM, OR THESE TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS SHALL BE DEEMED AS A WAIVER BY YOU OF ANY NON-WAIVABLE RIGHTS YOU HAVE UNDER APPLICABLE LAW, INCLUDING U.S. FEDERAL OR STATE SECURITIES LAWS OR REGULATIONS.

ALL OR A PORTION OF THE SERVICES, INCLUDING THE PLATFORM, MAY BE TEMPORARILY UNAVAILABLE FOR YOUR ADVISOR FROM TIME TO TIME FOR MAINTENANCE OR OTHER REASONS. PONTERA ASSUMES NO RESPONSIBILITY TO YOU FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY COMMUNICATIONS. PONTERA ALSO IS NOT RESPONSIBLE TO YOU FOR ANY TECHNICAL MALFUNCTION OR OTHER PROBLEMS OF ANY TELEPHONE NETWORK OR SERVICE, COMPUTER SYSTEMS, SERVERS OR PROVIDERS, COMPUTER OR MOBILE PHONE EQUIPMENT, SOFTWARE, FAILURE TO SEND OR RECEIVE EMAIL OR OTHER COMMUNICATIONS ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEBSITE OR COMBINATION THEREOF, INCLUDING INJURY OR DAMAGE OF ANY KIND OR CHARACTER TO ANY PERSON'S COMPUTER (INCLUDING ANY TABLET OR SMARTPHONE) OR OTHER HARDWARE OR SOFTWARE, RELATED TO OR RESULTING FROM USING OR DOWNLOADING DATA OR MATERIALS IN CONNECTION WITH THE USE OF THE SERVICES OR THE INTERNET. YOU AGREE THAT, TO THE GREATEST DEGREE PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL PONTERA BE RESPONSIBLE TO YOU, INCLUDING FOR ITS OWN NEGLIGENCE, FOR ANY LOSS, DAMAGE, PERSONAL INJURY, OR DEATH RESULTING FROM OR RELATING TO ANYONE'S USE OF THE SERVICES OR ANY PART THEREOF, INCLUDING FOR YOUR BENEFIT.

THE SERVICES, INCLUDING CONTENT GENERATED BY USING THE SERVICES ("**CONTENT**") ARE PROVIDED TO YOUR ADVISOR FOR YOUR BENEFIT ON AN "AS-IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. PONTERA AND ITS PERSONNEL (COLLECTIVELY, THE "**PONTERA RELEASED PARTIES**") DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU REGARDING OR RELATING TO THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SERVICES BY YOUR ADVISOR FOR YOUR BENEFIT, NOR DOES PONTERA MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY CONTENT PROVIDED BY OR THROUGH PONTERA OR THE SERVICES.

FOR THE SAKE OF CLARITY AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PONTERA DOES NOT REPRESENT, WARRANT OR COVENANT: (A) THAT THE SERVICES OR PLATFORM WILL MEET YOUR ADVISOR'S REQUIREMENTS OR BE AVAILABLE AT ANY TIME OR FROM ANY PARTICULAR LOCATION; (B) THAT THE SERVICES OR PLATFORM WILL BE ACCURATE, SECURE, USEFUL, TIMELY, INFORMATIONAL, UNINTERRUPTED OR ERROR-FREE; (C) THAT DEFECTS OR ERRORS IN ANY DATA OR INSTRUCTIONS FOR ISSUED FINANCIAL ORDERS WILL BE IDENTIFIED OR CORRECTED; OR (D) THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE INFORMATION PROVIDED TO YOU BY YOUR ADVISOR MAY INCLUDE INFORMATION SOURCED FROM THIRD PARTIES (I.E., OTHER THAN THE CONTENT AND OTHER INFORMATION MADE AVAILABLE THROUGH OR GENERATED USING THE SERVICES). PONTERA MAY NOT HAVE ACCESS TO AND, IN ANY EVENT, DOES NOT REVIEW OR ASSUME RESPONSIBILITY TO REVIEW ANY SUCH ADDITIONAL OR SUPPLEMENTAL INFORMATION.

THE PONTERA RELEASED PARTIES DO NOT, EITHER EXPRESSLY OR IMPLIEDLY, ENDORSE, RECOMMEND, WARRANT, OR IN ANY MANNER ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE CONTENT OR INFORMATION RECEIVED OR DERIVED FROM THE USE OF, OR GENERATED BY, THE SERVICES, NOR DO PONTERA OR ITS SERVICE PROVIDERS ASSUME ANY RESPONSIBILITY FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND OR CHARACTER INCURRED AS A RESULT OF, IN CONNECTION WITH, OR IN ANY WAY RELATING TO YOUR ADVISOR'S USE OF THE SERVICES FOR YOUR BENEFIT, OR ANY DECISION MADE OR ACTION TAKEN OR

NOT TAKEN IN RELIANCE ON THE SERVICES OR ANY CONTENT OR OTHER INFORMATION RECEIVED OR DERIVED FROM, OR GENERATED BY, YOUR ADVISOR'S USE OF THE SERVICES FOR YOUR BENEFIT. THE CONTENT APPEARING IN COMMUNICATIONS GENERATED THROUGH THE PLATFORM MAY HAVE BEEN SUBJECT TO MODIFICATIONS MADE BY YOUR ADVISOR. PONTERA EXPLICITLY DISCLAIMS RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, LEGALITY, OR SUITABILITY OF ALL ADVISOR-EDITED EMAIL CONTENT AND ASSUMES NO LIABILITY FOR ANY CONSEQUENCES ARISING FROM THE USE OF OR RELIANCE ON SUCH EDITED CONTENT.

YOU AGREE AND ACKNOWLEDGE THAT YOU (THROUGH YOUR ADVISOR) HAVE THE SOLE AND ULTIMATE RESPONSIBILITY FOR DECISIONS (INCLUDING ANY FINANCIAL OR TAX DECISIONS) OR ACTIONS TAKEN AS A RESULT, THROUGH, OR IN CONJUNCTION WITH, OR RELATING TO THE USE IN ANY WAY OF THE SERVICES BY YOUR ADVISOR FOR YOUR BENEFIT. YOU ACKNOWLEDGE AND AGREE THAT PONTERA DOES NOT EVALUATE NOR ASSESS THE QUALITY OR PROSPECTS OF YOUR ADVISOR'S, OR ANY OTHER PERSON'S, INVESTMENT CHOICES AND THAT PONTERA DOES NOT HAVE DISCRETION OVER, OR SUPERVISION OR MANAGEMENT OF, YOUR ASSETS OR FINANCIAL ACCOUNTS, OR OF THE FINANCIAL ORDERS ISSUED BY YOUR ADVISOR OR THE USE OF THE SERVICES BY YOUR ADVISOR FOR YOUR BENEFIT OR ANY RESPONSIBILITY FOR THE SELECTION OF ANY INVESTMENT IN CONNECTION WITH YOUR ADVISOR'S USE OF THE SERVICES.

8. LIMITATION OF LIABILITY AND DAMAGES

THIS SECTION 8 CONTAINS LIMITATIONS OF PONTERA'S LIABILITY RELATING TO OR UNDER THESE TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, INCLUDING ANYTHING TO THE CONTRARY IN THE LIMITATIONS IN THIS SECTION 8, NOTHING IN THESE TERMS SHALL BE DEEMED A WAIVER BY YOU OF ANY NON-WAIVABLE RIGHTS THAT YOU HAVE UNDER APPLICABLE LAW, INCLUDING U.S. FEDERAL OR STATE SECURITIES LAWS OR REGULATIONS. IN NO EVENT SHALL THE PONTERA RELEASED PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER, WHETHER IN AN ACTION BASED ON CONTRACT, NEGLIGENCE, STATUTE OR OTHER TORTIOUS ACTIONS RESULTING FROM, ARISING OUT OF OR RELATING TO THE CONTENT OR THE USE OF THE SERVICES BY YOUR ADVISOR FOR YOUR BENEFIT, ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE CONTENT AND ANY INFORMATION WHICH DERIVES FROM, OR GENERATED BY, YOUR ADVISOR'S USE OF THE SERVICES FOR YOUR BENEFIT, FAILURE OF THE SERVICES TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL OR PROFITS, THE PERFORMANCE OR FAILURE OF PONTERA OR ITS SERVICE PROVIDERS TO PERFORM UNDER THESE TERMS, INCLUDING FOR THEIR OWN NEGLIGENCE, ANY OTHER ACT OR OMISSION OF PONTERA OR ITS SERVICE PROVIDERS BY ANY OTHER CAUSE WHATSOEVER, OR BASED UPON ANY CLAIM OR CAUSE OF ACTION, INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, STATUTORY CLAIMS, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER PONTERA OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF THE PONTERA RELEASED PARTIES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, OTHER TORTIOUS ACTIONS, STATUTORY ACTIONS OR OTHERWISE, RELATED TO YOUR OR YOUR ADVISOR'S USE OR OTHER EXPLOITATION OF THE SERVICES FOR YOUR BENEFIT EXCEED THE TOTAL AMOUNTS PAID BY YOUR ADVISOR TO PONTERA IN CONNECTION WITH THE SERVICE PROVIDED BY YOUR ADVISOR ON YOUR FINANCIAL ACCOUNTS AND FOR YOUR BENEFIT, IF ANY, IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

9. RELEASE OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS AGAINST THE PONTERA RELEASED PARTIES FROM ANY LIABILITY FOR CLAIMS, DEMANDS, DAMAGES (ACTUAL AND CONSEQUENTIAL), COSTS, AND EXPENSES (INCLUDING LITIGATION

COSTS AND ATTORNEYS' FEES) OF EVERY KIND AND NATURE, ARISING OUT, CONNECTED WITH OR IN ANY WAY RELATING TO THE SERVICES, INCLUDING YOUR SHARING OF YOUR ACCOUNT CREDENTIALS FOR PURPOSES OF THE ACCOUNT LINKING OR YOUR ADVISOR'S USE OF THE SERVICES FOR YOUR BENEFIT, OR ANY DISPUTE BETWEEN USERS OF THE SERVICES OR BETWEEN A USER OF THE SERVICES AND ANY THIRD PARTY.

10. WAIVER OF CALIFORNIA CIVIL CODE § 1542 AND SIMILAR PROVISIONS

YOU ACKNOWLEDGE AND AGREE THAT YOU ARE FAMILIAR WITH, UNDERSTAND, AND DO WAIVE ANY RIGHTS AND BENEFITS OF THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND ANY SIMILAR PROVISIONS OF NEW YORK OR OTHER JURISDICTIONS, WHICH PROVIDES THAT:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

11. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Pontera Released Parties from and against any damages, losses, fines, penalties, costs, and other amounts (including reasonable attorneys' fees and expenses) (collectively, "**Losses**") arising from or in connection with, or in any way relating to any actual or threatened claims, demands, investigations, and causes of actions by third parties (each a "**Claim**"), to the extent such Claim is based on or arises from or relates to any (a) breach or default by you of any provision of these Terms; (b) negligent or intentional acts or omissions caused by you or your Advisor on your behalf; (c) your or your Advisor's violation of applicable law; (d) any Claims for financial or other kind of damages arising out of any decision made or action taken or not taken by you or your Advisor in connection with the Platform or the use of the Services by your Advisor for your benefit, or any advice or services provided to you by your Advisor; (e) your failure to meet your obligations relating to the Data provided by you to Pontera, including any Claim that the Data or access to such Data through your Financial Account provided to Pontera under these Terms, or Pontera's access or possession thereof pursuant to these Terms, infringes or violates your contractual obligations or such third party's rights; or (f) or any actions taken by or on behalf of Pontera according to Section 2 (*Account Linking*). The foregoing indemnification obligations will survive any expiration or termination of these Terms and your Advisor's use of the Services.

Pontera shall provide notice to you of any such Claim and Pontera may, in Pontera's sole discretion, assist you, at your reasonable expense, in the defense or settlement of such Claim. You agree to fully cooperate with us in the defense of any Claim that is the subject of your obligations under this Section 11.

12. CHANGES TO THE SERVICES & TERMINATION OF YOUR ACCOUNT

Pontera reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Services (or any portion thereof) without notice, at any time, except as set forth in this Section 12. You agree that Pontera shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services (or any portion thereof).

At any time, without assuming any liability, Pontera may temporarily block or terminate your Advisor's access to the Services (or any portion thereof), for any reason, at our sole discretion, in addition to any other remedies that may be available to Pontera under any applicable law. For example, such actions by Pontera may be taken (a) if Pontera, in its sole discretion, believes that you or your Advisor has breached any provision of these Terms; (b) at the request of law enforcement or other government agencies; (c) if the Services are discontinued or materially modified; or (d) upon the occurrence of any technical or security issues or problems. In addition, Pontera may terminate individual Pontera accounts due to prolonged inactivity. You agree that upon termination or expiration of these Terms, Pontera may delete, subject to applicable law, all information related to your Pontera user profile ("**Pontera End User Account**") (including information from your Financial Accounts and any related Data). You agree that Pontera will not be liable to you or any third party (including your Advisor) for any termination or suspension of your Pontera End User Account or for blocking your (or your Advisor's) access to the Services

in accordance with these Terms.

In the event of any expiration or termination of these Terms, any provisions hereof which expressly or by their nature are required to survive such expiration or termination in order to achieve their purpose, shall survive the expiration or termination of these Terms.

Pontera may change these Terms from time to time, at our sole discretion and without any notice. We will notify you regarding material changes to these Terms by notice on the Pontera website and/or by sending you an e-mail regarding such changes to the e-mail address that you provided to your Advisor. Such material changes will take effect seven (7) days after such notice is provided on our website or sent by email. Otherwise, all other changes to these Terms are effective as of the stated "Last Revised" date and your Advisor's continued use of the Services on your behalf after such date will constitute acceptance of, and agreement to be bound by, such changes. IF YOU DO NOT AGREE WITH ANY CHANGES TO THESE TERMS, YOU ARE OBLIGATED TO PROMPTLY NOTIFY US AND YOUR ADVISOR.

13. PROPRIETARY RIGHTS

Pontera owns all rights, title, and interest in and to the Platform and Services, including data models, architecture, modifications, enhancements, derivatives, substitutes, or emulations of the aforementioned and any intellectual property rights therein. You hereby acknowledge and agree that as between you and Pontera, (a) any anonymous or non-personal information contained in the End User Data that you or your Advisor provide and (b) any anonymized or aggregate data, whether or not derived from End User Data consisting of personal information, shall be deemed to be the proprietary information and intellectual property of Pontera. Please see the Pontera [End User Privacy Policy](#) for more information on how we collect and use your personal information in connection with the Services.

14. GOVERNING LAW; DISPUTES; WAIVER OF CLASS ACTIONS AND JURY TRIALS

Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would mandate the application of the laws of any jurisdiction other than the State of New York.

You must contact your Advisor if you have any difficulties, disputes, or claims related to the Services used by your Advisor for your benefit. Your Advisor (or, as the case may be, a person employing or associated with your Advisor that subscribes to the Services) is the sole party that may bring claims or disputes against Pontera related to the use of the Services on your behalf.

TO THE EXTENT THAT YOU DO HAVE ANY CLAIMS AGAINST ANY PONTERA RELEASED PARTY OR THAT WE HAVE ANY CLAIMS AGAINST YOU, YOU AND PONTERA MUTUALLY AGREE THAT ANY DISPUTES, CLAIMS AND CAUSES OF ACTION AGAINST THE PONTERA RELEASED PARTIES OR YOU, AS APPLICABLE, ARISING OUT OF, CONNECTED WITH, OR IN ANY WAY RELATING TO THE SERVICES OR THESE TERMS, INCLUDING YOUR ADVISOR'S USE OF THE SERVICES FOR YOUR BENEFIT, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF REPRESENTATIVE, CONSOLIDATED, OR CLASS ACTION AND THAT EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY.

15. TIME LIMITATION TO BRING CLAIMS

NOTWITHSTANDING ANY APPLICABLE LAW, THE PARTIES AGREE THAT ANY CLAIM OR CAUSE OF ACTION BROUGHT BY YOU ARISING OUT OF OR RELATED TO YOUR PONTERA END USER ACCOUNT, YOUR ADVISOR'S USE OF THE SERVICES FOR YOUR BENEFIT, OR THESE TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER THE DATE YOU FIRST KNOW OR REASONABLY SHOULD KNOW OF THE ACT, OMISSION, OR DEFAULT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION OR WILL BE FOREVER BARRED.

16. GENERAL

The parties to these Terms are independent contractors. These Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, fiduciary, agency, or franchisor-franchisee relationship between the parties

hereto. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense, or otherwise transfer any of your rights or obligations under these Terms without Pontera's prior express written consent. Pontera may assign our rights and obligations under these Terms. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any waiver by Pontera must be in writing signed by Pontera. No provision of these Terms provides any person or entity not a party to these Terms with any remedy, claim, liability, reimbursement or cause of action, or creates any other third-party beneficiary rights, except as expressly set forth in these Terms. These Terms are the entire agreement between you and Pontera relating to the subject matter hereof and supersede any prior or contemporaneous written or oral agreements or understandings between you and Pontera. Notices to you may be made via email or letter mail. Notices of changes to these Terms or other matters, may be provided by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms, to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The Services that Pontera makes available to your Advisor for your benefit may be subject to export laws of the United States and other jurisdictions. You represent that you are not named on any US Department of Commerce Denied-Party List and shall not access or use the Services from any U.S. embargoed countries or territories (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea, Donetsk, and Luhansk regions of Ukraine) or in violation of any U.S. export law or regulation.

17. INTERPRETATION

For purposes of these Terms:

- (i) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”;
- (ii) the word “or” is not exclusive;
- (iii) the word “any” means “any and all”;
- (iv) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to these Terms as a whole;
- (v) the headings in these Terms are for reference only and shall not affect the interpretation of these Terms;
- (vi) when a reference is made to a Section, such reference shall be to a Section of these Terms; and
- (vii) unless the context requires otherwise, words using the singular or plural number also include the plural or singular number, respectively, and references to a “person” includes both individuals and entities and their permitted successors and assigns.

18. CONTACT US

If you have any questions or comments concerning the Terms, you are welcome to send Pontera an email at the following address: support@Pontera.com.