

SEI Advisor Network Wealth Platform
Web-Enabled Services
Terms and Conditions of Use

Please read this Web-Enabled Services Terms and Conditions of Use carefully. By logging on and accessing the Services, Firm agrees to the following terms and conditions ("Terms and Conditions"), including the related Documentation governing the Firm and its Advisors access to the Wealth Platform to use the Wealth Platform Services through web-enabled interfaces ("Services"). Except as otherwise noted in these Terms and Conditions of Use, capitalized terms have the meaning ascribed to them in the Advisor Network Program Agreement and the Wealth Platform Services Amendment.

Responsibility for Use and Control of Passwords and Authentication Information

By requesting and establishing one or more passwords and authentication information either from SEI or Firm's vendor(s), the Firm and its Advisors and other authorized representatives will have access to the Services, including, without limitation, the ability in a "self service" model to: (1) electronically place and sign Account transaction requests, (2) view Account, Client, Advisor and Firm level information, and (3) conduct other services electronically, each as set forth in the Documentation. SEI hereby grants the Firm and each Advisor and other Firm representative receiving a password either from SEI or from Firm's vendor(s), a limited right to use the Services, which right SEI may revoke at any time in its sole discretion. The Firm acknowledges that it (and its Advisors and other authorized representatives) is fully responsible for the activity originating from password(s) issued by SEI or Firm's vendors in accordance with the Documentation, whether authorized by or known by Firm or not, and the protection of these password(s) and authentication information. SEI reserves the right to require Firm to change a password at any time.

The Firm agrees to immediately notify SEI by contacting SEI in accordance with the Documentation if the Firm or any Advisor or other Firm representative becomes aware of any of the following:

- Termination of employment of any Advisor or other Firm authorized personnel with access to a password and for which the Firm desires such password authorization to be revoked
- Loss or theft of a password issued hereunder
- Unauthorized use of a password(s) or any unauthorized use of the Services
- Any activity which could lead the Firm (or any Advisor or other Firm representative) to reasonably believe that the security of a password issued hereunder has been compromised

The Firm agrees that it is financially responsible for all uses of the Services by Firm, its Advisors and other authorized representative and anyone else using Firm login information. The Firm agree that it is solely responsible for providing SEI with the Firm's user setup and password

access requirements, reviewing and approving SEI's set up in accordance with those instructions, and for updating this information.

Transaction Request Processing

If a transaction has been "received," as defined in the applicable Documentation, by SEI before the applicable cut-off time and the transaction request is in good order, the transaction request will be processed in accordance with procedures described in the Documentation. For the avoidance of doubt, a transaction request is not considered received by SEI until all required Firm approvals have been received. Accordingly, the Firm agrees to be solely responsible for, and to indemnify SEI, for any claimed losses or other injuries by Clients and their Advisors as a result of any delay by SEI in processing a transactions as a result of the Firm's requirement to pre-approve the transaction in question prior to such transaction being effected by SEI.

All transaction requests that Firm places through the Services are irrevocable and considered final by SEI once a request has been entered in the Wealth Platform. Accordingly, Firm acknowledge that it may not be possible to cancel or modify a transaction request once Firm has placed it, and Firm agrees to exercise caution before placing all transaction requests. SEI processes such transaction requests to change or cancel an order on a best-efforts basis only and will not be liable to Firm if SEI is unable to change or cancel an order prior to its execution.

Transaction requests received by SEI after any applicable cut-off time, including without limitation, orders entered after the closing time and orders placed through the Services on a weekend day or holiday will be processed in accordance with the Documentation.

Responsibilities and Acknowledgements when Placing Transaction Requests

The Firm is fully responsible for every transaction request placed through the Services, including, without limitation, transaction requests made by Advisors and other Firm representatives issued passwords in accordance with the Documentation. The Firm hereby agrees to indemnify and hold SEI, and its respective subsidiaries, affiliated persons, directors, officers, employees and agents, and each person, if any, who controls such persons within the meaning of Section 15 of the 1933 Act (each a "SEI Indemnified Party/ies") harmless for any claims related to any unauthorized access or use of the system, including, without limitation, unauthorized transaction requests submitted through the Services using a password issued by SEI hereunder, unless such unauthorized use was the result of SEI's willful misconduct or fraud. The Firm hereby agrees that, except as otherwise indicated herein, SEI and the SEI Indemnified Parties shall have no liability related to the placement of transaction requested through the use of properly issued passwords through the Services.

Transaction Requests Not Reviewed

When the Firm uses the Services to place a transaction request, the Firm acknowledges that the transaction request will be electronically processed and may not be reviewed by a SEI representative and the Firm also may not have the opportunity to ask questions or otherwise interact with an SEI representative. By placing a transaction request through the Services, the Firm voluntarily agrees to assume any added risk that may result from the lack of review of your transaction request by an SEI representative.

Access to the Services

Access to the electronic services via the internet may be limited or unavailable during periods of peak demand, market volatility, system upgrades or maintenance, or for other reasons and SEI cannot and does not guarantee that access to the Services will be available at any given time. SEI reserves the right to suspend access to the Services through the internet without prior notice during scheduled or unscheduled system repairs or upgrades. If the Services are unavailable or delayed at any time, Firm agree to use alternative means to place transaction requests as set forth in the Documentation. SEI and the SEI Indemnified Parties will not be liable to the Firm if the Firm is unable to place or complete a self service transaction through the internet.

Technology Provided by Firm Vendors

Firm agrees that Firm is responsible for the technology services provided by vendors selected by Firm. Firm shall be solely responsible for the accuracy, completeness and timeliness of all data and other information provided to SEI by or on behalf of Firm. Firm has secured and will maintain all necessary authorizations from its Clients to issue Instructions to SEI through its vendors in connection with the Client accounts and the Services. Firm may establish (or cause to be established) accounts on the Wealth Platform which reflect data or other information for assets that SEI does not custody. In such case, Firm acknowledges and agrees that SEI shall not validate whether such data, including valuations and other information, is accurate or complete, and shall have no obligation to do so.

Use of Internet

The Firm agrees that the Internet is not a secure network and that any communications transmitted over the Internet may be intercepted or accessed by unauthorized or unintended parties, may not arrive at the intended destination or may not arrive in the form transmitted. The Firm agrees that SEI takes no responsibility for communications transmitted over the Internet prior to such communication being received by the Wealth Platform and after such communication leaves the Wealth Platform system. Accordingly, there can be no assurance that such communications shall remain confidential or intact while in transit between the Wealth Platform and the Firm's systems.

Limitation of Liabilities

The Firm acknowledges that neither SEI nor any SEI Indemnified Party shall be liable to the Firm when providing use of the Services hereunder for any reason except to the extent that SEI or any SEI Indemnified Party is explicitly liable hereunder and the Firm hereby release SEI and each SEI Indemnified Party from any liability for executing transaction requests placed by the Firm through the Services.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT OF USE TO THE CONTRARY, NO LIABILITY OF ANY KIND SHALL BE ATTACHED TO OR INCURRED BY SEI OR A SEI INDEMNIFIED PARTY HEREUNDER BY REASON OF THE ACTIVITIES DESCRIBED IN THESE TERMS AND CONDITIONS AND RELATED DOCUMENTATION, EXCEPT TO THE EXTENT RESULTING FROM SEI'S FRAUD OR WILLFUL MISCONDUCT. EXCEPT AS A DIRECT RESULT OF SEI'S FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT SHALL SEI OR A SEI INDEMNIFIED PARTY HAVE LIABILITY TO YOU FOR DAMAGE SUFFERED BY THE FIRM IN CONNECTION WITH THE SERVICES. FOR THE AVOIDANCE OF DOUBT, NOTHING HEREIN SHALL ALTER OR AMEND ANY RIGHT OR OBLIGATION: (I) BETWEEN A CLIENT AND SEI UNDER AN AGREEMENT BETWEEN SUCH PARTIES, OR (II) EXCEPTING THE SERVICES SPECIFICALLY SET FORTH IN THIS AMENDMENT, BETWEEN THE FIRM AND SEI UNDER THE AGREEMENT.

IN NO EVENT SHALL SEI OR A SEI INDEMNIFIED PARTY BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY KIND INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, LOSS OF PROFITS, OR INTERRUPTION OF BUSINESS WHETHER SUCH LIABILITY IS PREDICATED ON CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY.

THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER FOR BREACH OF CONTRACT, OR IN TORT AND REGARDLESS OF WHETHER SEI OR A SEI INDEMNIFIED PARTY HAS ANY REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES.

Disclaimer of Warranties

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES ARE MADE AVAILABLE "AS IS." THERE IS NO WARRANTY OF MERCHANTABILITY AND NO WARRANTY OF FITNESS FOR A PARTICULAR USE. THERE ARE NO WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. ANY HYPERLINK TO ANOTHER SITE DOES NOT IMPLY AN ENDORSEMENT, INVESTIGATION OR VERIFICATION OF ANY INFORMATION PROVIDED ON THAT SITE.

No Responsibility for Actions beyond SEI's Control

The Firm agrees that SEI and the SEI Indemnified Parties will not be liable to the Firm or to any third party for any claims, losses, liability, costs or expenses arising out of or related to a cause for which SEI or the SEI Indemnified Party does not have direct control, including, without

limitation, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, government restrictions, force majeure (i.e., earthquake, flood, severe or extraordinary weather conditions, natural disasters or other acts of god, fire, acts of war, terrorist attacks, insurrection, riot, strikes, labor disputes or other similar problems, accident, action of government, communication, system or power failures and equipment or software malfunctions), exchange or market closings or suspensions of trading.

Supplement to Wealth Platform Agreement

These Terms and Conditions constitute a legal agreement between SEI and the Firm related to the use of the Services and supplement the Agreement. To the extent that any term herein conflicts with any terms of the Agreement, these Terms and Conditions shall prevail in connection with any issue related to the Services, Firm transmission of transaction requests through the Services and SEI's execution of those transaction requests.

SEI's License to the Firm

SEI grants the Firm and each Adviser or other Firm representative a password, a non-exclusive, limited license to access and use the Services. This license is conditioned upon your continued compliance with the terms of the Wealth Agreement, Terms and Conditions and other relevant Documentation.

SEI may monitor or record the activity and use of the Services by the Firm, each Advisor or other Firm representative, for training, customer service, and future enhancements to the Wealth Platform.

Amendments to Terms and Conditions of Use

SEI reserves the right to modify these Terms and Conditions and related Documentation at any time. The Firm's use of the Services constitutes the Firm's agreement to these terms.

Copyright

The entire content (including "look" and "feel attributes) of the Services is © 2009 SEI Investments Developments, Inc. or other third party providers. Any commercial use of such content requires the written permission of SEI Investments Developments, Inc., which consent may be withheld in its sole discretion. All rights reserved.

Market Data

Valuations on this website are from industry sources believed to be reliable, but are not guaranteed. Prices (asset values) are provided as a general indication of market value and may differ from actual market prices or resale values. Assets which are not publicly traded may

reflect values from external sources other than pricing vendors, and may be valued less frequently than other publicly traded securities. Assets for which a current value is not available may reflect as \$ 0.01 or another de minimis amount. Your investments may lose value. Certain securities may not be valued daily such as fixed income.

Pricing data provided for information purposes only and are not intended for trading purposes. Pricing vendors shall not be liable for errors or any delay in the content, or for any action taken in reliance thereon.

Usage of Firm's Electronic Signature Vendors

If the Firm chooses to use an electronic signature vendor ("Firm E-sign Provider") other than the electronic signature functionality SEI makes available through its Services, Firm agrees that in order for SEI to accept such electronic signatures ("Electronic Signatures"), the Firm agrees that SEI will set acceptable electronic signature authentication criteria for each transaction type, as set forth below, and the Firm agrees that Electronic Signatures sent through Firm E-sign Provider will meet or exceed this criteria.

The Firm further agrees that upon notification by SEI of a change to SEI's acceptable authentication criteria, the Firm will update its E-sign Provider authentication within 30 days. Failure to maintain acceptable authentication criteria will result in SEI refusing to accept Electronic Signatures from E-sign Provider. The Firm further agrees that before making any changes to its Firm E-sign Provider or its authentication criteria, Firm will notify SEI and SEI may agree to such changes in writing or may refuse to accept Electronic Signatures from the Firm E-sign Provider. The Firm further agrees that before making any changes to its authentication criteria such that Firm's authentication criteria no longer satisfies the SEI Electronic Signature Minimum Authentication Requirements described below, which may be updated from time to time by SEI, Firm will notify SEI and SEI may agree to such changes in writing or refuse to accept electronic signatures from the Firm E-sign provider.

In the event of any unauthorized use of the Firm E-sign Provider by Clients or Advisors, the Firm shall promptly (i) take all reasonable actions to limit the adverse effect on SEI of such unauthorized use; and (ii) take all reasonable action to protect against a recurrence of the unauthorized use; and (iii) notify the SEI of such unauthorized use or disclosure.

The Firm shall require that its Firm E-Sign Provider allow SEI, its auditors (both internal and external), and regulators, upon reasonable written notice to the Firm and during the Firm's regular business hours, to audit the Firm E-sign Provider procedures and processes as it relates to electronics signatures used in conjunction with Accounts. In addition, the Firm shall upon reasonable periodic request, certify its compliance with this policy in a form and manner acceptable to SEI.

Upon the request of SEI and in accordance with applicable law, Firm shall provide information reasonably requested by SEI, as it relates to Firm E-sign Provider and the certificates of completion with meta data for transactions ("Certificates") for Firm's SEI accounts for a period of seven years from the date of the transactions in question, and such requirement shall survive termination of this Agreement and Addendum. SEI may refuse to accept electronic signatures from Firm's vendor if Firm does not provide the information described in sentence one of this paragraph.

SEI Electronic Signature Minimum Authentication Requirements

Permissible authentication methods include:

- Knowledge-based questions
- Phone verification
- SMS verification

Firm Electronic Signatures may not be used to instruct SPTC on disbursements.