

# Terms and Conditions

## 1. Agreement.

Your use of Campbell products and software services (the “Services”) is subject to these Terms of Service and our Privacy Policy (collectively referred to as the “Terms”). This agreement is between you and Campbell Private Wealth Management, LLC (“Campbell”). Our principal place of business is in Midland, Texas in the United States. These Terms shall not supersede any other separate agreements between and among you, Campbell, and your clients (collectively the “Agreements”).

## 2. Acceptance.

By using one or more aspects of the Service, you hereby agree to the Terms. You accept these terms by either (a) clicking to “agree” or to “accept” the Terms when opening a user account or logging onto your user account to access the Services, or by (b) using the Services. You may not use the Services or accept the Terms if (a) you are younger than 18 or you are not of legal age to form a binding contract with Campbell, or (b) you are a person barred from receiving the Services under any applicable laws or regulations. Campbell reserves the right to amend these Terms at any time by posting the amended terms to its web site or otherwise providing you notice of the amended Terms. Your continued use of the Services constitutes acceptance of such amended terms. If you do not agree with these Terms (as amended from time to time), your sole and exclusive remedy is to discontinue using the Services.

## 3. Not Investment Advice.

The Services are for informational purposes only and do not constitute investment advice or an investment recommendation offered by Campbell. Campbell is not registered with the Securities and Exchange Commission as an investment advisor or a broker-dealer. You agree and acknowledge that Campbell, its employees and its agents, are not financial advisors, financial planners or broker-dealers, and each cannot advise you or your clients through the Services or otherwise. You acknowledge that Campbell and/or its affiliates may earn revenue from third parties based on your use of the Services, such as the Autopilot automated account platform and the various portfolio models and/or products available for your use there.

You agree and acknowledge that Campbell makes no representation as to the suitability of the Services for any purpose and Campbell will not be held liable in any way for any consequences or damages that may arise through your use of the Services. You agree and acknowledge that Campbell may modify the Services from time to time.

You certify that you are a licensed investment advisor, a licensed insurance agent or a qualified administrator employed by a licensed entity or individual licensed to sell or offer securities or insurance products under applicable law. You agree and acknowledge that if you choose to make any investment decisions for your clients in reliance on information you receive from the Services, you do so at your own risk and

based on your own independent judgment. You acknowledge and agree that Campbell is not representing itself as a broker-dealer or financial or investment advisor, and that Campbell does not independently evaluate the suitability of or recommend any investments for you or your clients. You agree and acknowledge that the information provided in the Services will not be construed as an offer to sell, an offer to buy, or a recommendation for or against any security by Campbell or any third party. Campbell will not be responsible for any trading decisions, damages or other losses resulting from your use of the Services. You agree that you will be responsible for effecting underlying investment transactions for all accounts under your management and supervision.

4. Third Party Asset Managers.

The Services may provide access to data, analytics, research, portfolio models, products and/or the calculation of potential securities trades you may or may not choose to place with the custodians and/or broker-dealers who you utilize to manage your client assets. The third party asset managers, strategists or research firms who you access via the Services (the “Third Party Asset Managers”) are not personalizing the materials they provide through the Services, are not making investment recommendations to you, and are not acting as investment advisers or fiduciaries to your clients. You hereby agree and acknowledge that you are the sole investment adviser and/or fiduciary for your clients.

5. Client Monitoring.

You agree that Campbell and the Third Party Asset Managers are not responsible for collecting or reviewing any information about your clients, or determining whether any investment strategy or security is or continues to be appropriate for the client’s objectives or restrictions. Neither Campbell nor the aforementioned third parties are responsible for verifying client identities or compliance with anti-money laundering rules and regulations administered by the US Treasury Department’s Office of Foreign Assets Control. You agree that you, as the sole licensed investment adviser and/or fiduciary to the investor, are solely responsible for performing the foregoing duties.

6. Privacy.

For information about Campbell privacy policies, please read our Privacy Policy, accessible at <https://Campbellprivatewealth.com/privacy>. You agree to the use of your data in accordance with that policy.

7. Data Security.

Campbell agrees to take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures. Regardless of the precautions taken by us we cannot ensure or warrant the security of any information you transmit to us, and you transmit such information at your own risk.

We restrict access to personal information to only the Campbell employees,

contractors and agents who need to know that information in order to process it on our behalf. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

8. Intellectual Property Rights.

The Services are protected by a combination of copyright, trade secret laws and patent protection. Portions of the Services contain information and data from third party providers, subject to their own copyright provisions. You acknowledge and agree that Campbell and our third-party licensors retain ownership of all intellectual property rights of any kind related to the Services, including applicable copyrights, trademarks and other proprietary rights. We are not granting any license to you under any of those intellectual property rights by virtue of your use of the Services, except for the limited right to use the Services in accordance with the Terms. Other product and company names that are mentioned in the Services or provided as part of the Services may be trademarks of their respective owners. The content contained in the Services is owned by or licensed to Campbell. This includes, without limitation, the text, software, scripts, graphics, photos, video, sounds, interactive features and the trademarks, service marks and logos contained therein. Any content or information provided by Campbell through the Services is provided to you "AS IS" for informational purposes only and may not be used, copied, reproduced, modified, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes. We reserve all rights not expressly granted in and to the Services. You agree not to copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Services or any part thereof.

9. Confidentiality.

Subject to your duty to comply with applicable laws, including the demand of any applicable regulatory or taxing authority, Campbell hereby agrees to keep confidential all information concerning the financial affairs and matters of you, your advisors and their clients, and will not reproduce or distribute the same to any party at any time, except for the purposes of this Agreement, without your prior written consent. You hereby agree to keep confidential all information concerning the financial affairs and matters of Campbell, including research, development, products, software, source code, trade secrets, forms, procedures or business affairs and will not disclose, reproduce or distribute the same to any party at any time. Both you and Campbell may comply with a valid and lawful legal process or government order to disclose information but will immediately notify the other party of their compliance with that order, to the extent permitted by law. All terms of any agreement entered into between you and Campbell are considered confidential and will not be disclosed by either you or Campbell. Upon termination, both Campbell, and you agree to maintain the confidentiality of all confidential information received from the other party under this Agreement.

10. Use of the Services.

You acknowledge that each Campbell account is designed, intended and licensed for use by a single named user only. You are responsible for maintaining the confidentiality of your account login information and are fully responsible for all activities that occur under your account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use, of your account or any other breach of security. Campbell cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. If you become aware of any unauthorized use of your password or of your account, you agree to notify Campbell immediately at [info@at-pw.com].

You agree to provide accurate and correct information about your identity, your firm, and your status as a licensed investment advisor, licensed insurance agent or qualified administrator of a licensed investment advisor or licensed insurance agent. You agree to use the Services only for purposes that are permitted by (a) the Terms, and (b) any applicable laws or regulations. You agree not to access any of the Services by any means other than the interface provided by Campbell. You specifically agree not to use automated means (including the use of scripts or web crawlers) to access the Services. You agree not to engage in any activity that interferes with or disrupts the Services, or the servers and networks connected to the Services. You may not use the Services for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations (for example, federal, state, local and provincial) applicable to your use of the Services. You agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose, or use the outputs of the Services in general mailings, mass communications or advertisements without the express written consent of Campbell.

11. Term of Contract.

The term of the contract between you and Campbell is governed by the separate Client Management Agreement (the "Agreement"). This Agreement details billing, fees and term of contract. Any conflict to that Agreement herein shall be superseded by the Agreement. Any termination of the Services must be done in accordance with the terms of the Agreement.

12. DISCLAIMER OF WARRANTIES.

SUBJECT TO APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS.

IN PARTICULAR, Campbell, ITS OFFICERS AND DIRECTORS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (a) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS, (b) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS FREE OR FREE FROM ERROR, (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (d) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE SERVICES WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Campbell OR THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Campbell FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.

BY ACCESSING OR USING THE SERVICES YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICES.

13. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT Campbell, ITS OFFICERS AND DIRECTORS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS WILL NOT BE LIABLE TO YOU FOR: ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS WILL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF YOUR OR Campbell'S ACTIONS;  
ANY CHANGES WHICH Campbell MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

YOUR FAILURE TO PROVIDE Campbell WITH ACCURATE ACCOUNT INFORMATION;  
ANY LIMITATION OF LIABILITY HEREIN SHALL NOT SUPERSEDE OR CONFLICT WITH LIMITATION OF LIABILITY AS DESCRIBED IN THE AGREEMENTS.

14. Indemnification.

You agree to defend, indemnify and hold harmless Campbell, its officers and directors, its affiliates or subsidiaries, their sponsors, contractors, advertisers, vendors or their partners, and any of their successors or assigns, and any of their respective officers,

directors, agents or employees (the “Released Parties”) from any loss, damages, liabilities, costs, expenses, including reasonable attorney fees, claims and proceedings arising out of or relating to: (a) your or your Advisor’s use of the Services; and (b) any alleged breach of the Terms by you.

15. General Legal Terms.

The Terms, combined with the Agreements, constitute the whole legal agreement between you and Campbell and govern your use of the Services. Any conflict between these Terms shall not supersede the terms of the Agreements. You agree that if Campbell does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Campbell has the benefit of under any applicable law), this will not be taken to be a formal waiver of Campbell’s rights and that those rights or remedies will still be available to Campbell. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

The Terms, and your relationship with Campbell under the Terms, will be governed by the laws of the State of Arizona without regard to its conflict of law provisions. You agree that any dispute regarding the interpretation or enforcement of the terms will be decided by confidential, final and binding arbitration conducted by a mutually agreed to arbitrator located within the County of Maricopa, State of Arizona, United States of America. The filing fees and arbitrator’s fees and costs in such arbitration will be borne by the non-prevailing party. The parties will be entitled to reasonable discovery of essential matters as determined by the arbitrator. In the arbitration, the parties will be entitled to all remedies that would have been available if the matter were litigated in a court of law. Notwithstanding this, you agree that Campbell will still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Campbell may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of Campbell, and any such attempted assignment will be void and unenforceable.