

RIA-Only Account Release and Download Authorization

Instructions: This form authorizes and instructs LPL to make an RIA's advisory customer account information available for download through BranchNet and/or ClientWorks. This form must be signed by an authorized agent of the RIA. RIA is solely responsible for ensuring that any use or disclosure of customer account information complies with RIA's privacy policy and applicable law. When completed, please fax this authorization to LPL Client Technology Management at (858) 202-8350 or email it to repimaging.email@lpl.com.

Restrictions: This form should not be used to authorize or instruct the transfer of brokerage customer account information. In addition, this form should not be used to instruct LPL to transfer customer account information to an LPL-approved consolidated reporting vendor. Such requests must be made using Form RE-F688.

1. RIA Firm Information

RIA Firm Name (Please Print)

Firm ID

2. Advisory Account Information

I authorize LPL to make available for download [through BranchNet and/or ClientWorks] by Authorized Users the following advisory account information ("Account Information"):

- Account information at the Advisor Rep ID level for the following Advisors:

| Advisor Rep ID | Advisor Name |
|----------------|--------------|
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- Account information at the account level listed below. (If more space is needed, please attach an Excel document).

- Historical advisory account information at the Rep ID account level as available as listed below. Please note that historical data may not be available for all Firm IDs and/or may only be available for a limited historical time period.

3. Authorized Users

I authorize the following users to access and download Account Information:

| Advisor Rep ID | Advisor Name |
|----------------|--------------|
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4. Terms and Conditions

This RIA-Only Account Release and Download Authorization ("Authorization") is effective as of the date signed below the investment advisory firm specified above ("RIA"). By signing below, RIA acknowledges and agrees to the following terms and conditions:

- Authorization. RIA hereby authorizes and instructs LPL to release advisory account information identified above ("Data") held at LPL about customers of the RIA ("Customers") for access and download by authorized users identified above ("Users"). RIA acknowledges that such information will include confidential information, such as non-public information relating to RIA's Customers and business that may be proprietary and of commercial value to RIA. To the extent RIA uses this information for its advisory firm Customer accounts, RIA represents to LPL that RIA is authorized to release such confidential Customer information pursuant to the RIA's privacy policy, Customer authorization or other applicable laws and regulations. RIA represents and warrants that it will comply with all laws and regulations applicable to such party in the conduct of its activities under this Authorization.



4. Terms and Conditions (continued)

2. **Services.** RIA acknowledges that LPL's provision of the Services to Data Recipient is made at the request of and as a convenience to the RIA. LPL will make commercially reasonable efforts to deliver certain data transmission services ("Services") in accordance with the terms of this Authorization. Services will include of making Data available for download by Users through one of LPL's portals in a secure form and format as determined by LPL. RIA shall be responsible for paying all charges to install and maintain all equipment and software necessary to access or use the Services. RIA will promptly notify LPL, in writing, in the event that: (i) RIA becomes aware that there are any errors in the Data; (ii) RIA no longer requires Data for one or more Customers; or (iii) RIA no longer has authorization to receive Data from LPL in whole or in part.
3. **Term.** This Authorization is effective as of the Effective Date and shall remain in effect until terminated as set forth herein. Either party may terminate this Authorization by giving fourteen (14) business days' written notice of termination to the other party; provided, however, that either party may immediately terminate this Authorization upon written notice to the other party if circumstances change (including, without limitation, the introduction of a new or modified law, regulation, rule, interpretation or decision) that would render any part of this Authorization or either party's performance of its obligations hereunder unlawful. LPL may terminate this Authorization or change or discontinue, temporarily or permanently, the Services, immediately without notice (a) should LPL reasonably suspect non-compliance with the terms of this Authorization; (b) should LPL determine, in its sole discretion, that RIA's use of the Services is or is likely to adversely impact the security or operability of LPL's systems; (c) pursuant to a Customer request with respect to such Customer's Data (as defined in Exhibit A); (d) upon receipt of a directive or request from a regulatory or self-regulatory organization; or (e) if LPL determines, in its sole discretion, that provision of the Services has become cost prohibitive. LPL shall have no liability whatsoever arising from any such termination or discontinuance of, or change to, the Services. All obligations and rights under this Authorization which are by their nature continuing shall survive the expiration and/or termination of this Authorization.

5. Authorization

4. **Limitation of Liability & Indemnification.** Neither LPL, its affiliates, partners, suppliers, officers, directors, employees and successors and assigns, nor its third-party data or service providers, licensors, and their respective partners, suppliers and affiliates (collectively, "third party suppliers") make any representation or warranty, expressed or implied, as to the accuracy or completeness or reliability of any data, information or Services provided under this Authorization or with respect to the use of such data, information and/or Services. RIA expressly understands and agrees that use of Data, information and/or the services provided under this Authorization is its sole risk. Any data, information or services provided under this Authorization are provided on an "as is" and "as available" basis and LPL disclaims all warranties of any kind as to such data, information and/or services whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. Further, LPL does not warrant that the Services will be error-free or be provided (or be available) without interruption or meet data recipient's business or operational purposes. RIA is solely responsible for protecting the security of RIA's data and programs on RIA's systems and for performing regular industry standard backups of RIA's data and programs. Neither LPL, its affiliates, partners, suppliers, officers, directors, employees and successors and assigns nor LPL's third party suppliers shall have any liability (including, liability for any direct, indirect, consequential, incidental, punitive, exemplary or special damages) to RIA or to any third party (including Customers) as a result of RIA's use, or inability to use, or any errors in any data, information and/or Services provided under this Authorization. RIA shall indemnify, defend and hold LPL and its officers, directors, shareholders, employees, and agents and their successors and assigns (the "LPL Indemnitees") harmless from and against any and all third party claims brought against LPL Indemnitees that arise out of RIA's use of the Services or any portion thereof, or any information or data derived therefrom.
5. **Confidential Information.** "Confidential Information" shall mean all information, knowledge or data, in any form or media, whether furnished before or after the date hereof, belonging to or relating to LPL, which is of value to LPL and the disclosure of which could result in competitive or other disadvantage to LPL. Confidential Information shall include any information or documentation related to APIs, file layouts or formats, security controls or protocols used in connection with the Services or used to gain access to, or to receive data from or exchange data with, any of LPL's systems or networks. Data Recipient agrees that it shall keep in confidence all Confidential Information and not disclose, directly or indirectly, to any third party, or use for its own benefit or the benefit of any other person or entity except in furtherance of the performance of its obligations hereunder, any Confidential Information. Confidential Information shall not include any information which: (a) Data Recipient knows at the time of disclosure, free of any obligation to keep it confidential; (b) is or becomes publicly known other than by a third party who was required to hold it in confidence; (c) Data Recipient independently develops without the use of Confidential Information, as evidenced by written records; or (d) information which is in the public domain other than as a result of disclosure by Data Recipient. Confidential Information that is required to be disclosed by Data Recipient as a result of law, regulation, legal action or other governmental authority or self-regulatory organization may be disclosed so long as Data Recipient provides reasonable advance notice thereof to LPL. Data Recipient understands and agrees that the remedies at law for the violation of this section will cause irreparable injury to LPL within a short period of time, and that LPL shall be entitled to preliminary injunctive relief and other injunctive relief against such violation without the necessity of proving actual damages. Such injunctive relief shall be in addition to, and in no way in limitation of, any and all other remedies that LPL shall have at law and in equity for the enforcement of the Authorization. Data Recipient warrants and represents that it has adopted and implemented, and agrees to maintain during the term of this Authorization, a comprehensive information security program incorporating "commercially reasonable" policies and procedures relating to administrative, technical, and physical safeguards designed to ensure that receipt, storage and use of Data complies with Regulation S-P.
6. **Force Majeure.** There may be periods where the Services are delayed, limited or not available. LPL shall not be liable for any loss caused, directly or indirectly, due to viruses, unauthorized access, technical difficulties or systems failure, downtime for system maintenance, failure of communications lines, telephone or other interconnect problems, theft, government restrictions, terrorist acts, insurrection, riots, flooding, strikes, failure of utility services, accidents, adverse weather or events of nature, or other conditions beyond the control of LPL.

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5. Authorization (continued)

- 7. Miscellaneous. This Authorization and the rights and obligations hereunder shall be personal to the parties and shall not be assigned, delegated or otherwise transferred to any third party, by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, LPL may assign this Authorization or any of its rights or obligations hereunder, without prior consent: (i) to an affiliate of LPL, or (ii) in connection with a sale or merger of its business or corporate reorganization. All notices and other communications required under this Authorization to be in writing must be addressed to the applicable party at the addresses set forth below or to any other alternative addresses of which a party may from time to time notify the other party. Notices and communications will be deemed effective upon receipt. The construction and performance of this Authorization will be governed by the internal, substantive laws of the Commonwealth of Massachusetts without regard to its choice of law rules. Exclusive jurisdiction and venue for any action arising under this Authorization is in the federal and state courts located in Massachusetts, and both parties hereby consent to such jurisdiction and venue for this purpose. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AUTHORIZATION OR THE TRANSACTIONS CONTEMPLATED THEREBY. The failure of a party to enforce its rights under this Authorization at any time for any period will not be construed as a waiver of such rights. In the event that any provision of this Authorization is determined to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Authorization will otherwise remain in full force and effect and enforceable.
- 8. RIA represents and warrants that all requisite actions have been taken to authorize the representing party to enter into and perform this Authorization and that the signatories below for such representing party have all the requisite power and authority to make, deliver, and perform this Authorization and have taken all necessary corporate action to authorize performance of this Authorization.

RIA / Authorized Person Signature

RIA / Authorized Person Name (print)

Date (required)

