

Schwab RIACConnect® Talent Advantage™ Terms and Conditions

Welcome to Schwab's RIACConnect® Talent Advantage™ service ("RIACConnect"). RIACConnect is available only to Users (referred to as "you") who agree to the terms and conditions in this Agreement.

Schwab makes RIACConnect available to you only if you, accept all of the terms and conditions contained in these Terms. Please read these Terms carefully before entering the RIACConnect platform, as doing so will indicate your agreement to these Terms. If you do not agree to these Terms, then Schwab is unable to provide you access to RIACConnect.

RIACConnect provides access to various resources and services to: (i) independent registered investment advisors ("Advisors"), (ii) individual independent investment advisor representatives ("IARs") and/or independent registered representatives ("RRs"), and (iii) other individuals interested in exploring the potential of associating with an Advisor as an IAR (collectively "Participants"), in order to assist them in their independent exploration of potential business or career opportunities. Schwab provides the RIACConnect platform to permit Participants to voluntarily provide information about themselves and/or their firm in order to facilitate business and or career connections ("Services"). Any use of the Services at any time by Participants is subject to and considered acceptance of the following terms and conditions.

1. Disclosures Regarding the Services.

Participant acknowledges and agrees to the following related to the Services:

a. Access to the Services does not necessarily lead to or in any way guarantee success for any Participant in achieving a desired goal or objective. While the Services are intended to promote business and/or career opportunities between Participants, there can be no assurance any transaction, employment relationship or business relationship will be achieved. Similarly, if a transaction or relationship is achieved, there can be no assurance that it will have a favorable outcome for any Participant.

b. Through Schwab's provision of the Services, Participants will obtain access to information about other Participants. Schwab has not verified and will not verify the information provided by any Participant and therefore Schwab cannot and does not attest to the accuracy of any such information. If applicable, participant will not rely on any information obtained from or provided to other Participants by Schwab in connection with any transaction or employment relationship.

c. All Participants are responsible for conducting their own due diligence. Schwab will not conduct due diligence on behalf of any Participant. Schwab makes no representations or warranties regarding any Participant including but not limited to (i) the fitness, soundness or financial condition of any Participant, (ii) the experience, background or credentials of any Participant, (iii) any other aspect of any Participant's business or background, (iv) any statements, opinions or representations of any Participant.

- d. Schwab has no role or involvement in any discussion or negotiation of any potential employment or business opportunity between any Participants.
- e. Schwab does not provide legal, regulatory, employment, tax, financial or investment banking advice in connection with the Services or any transaction or employment relationship among or between Participants.
- f. The Services may recommend or provide contact information for third party vendors and/or resources that provide services related to the development of potential business or employment opportunities. Participant utilizes such resources independent of Schwab and at Participant's own risk.
- g. The activities associated with the Services can pose a risk to the Participant; therefore it is not for everyone and whether it is appropriate for a particular Participant or not, there are still risks. Nothing in the Services shall constitute an endorsement by Schwab of whether or not any Participant is fit for introduction or other activities contemplated hereby.
- h. There is no guarantee of a successful outcome for Participant related to the Services. Schwab makes no representations or warranties regarding (i) the success of any transaction, (ii) the retention of any client assets by any Participant or (iii) the acquisition of any client assets by any Participant.
- i. Participant understands and acknowledges that the Services seek to facilitate introductions primarily for the benefit of Participants. However, the Services may present a conflict of interest between Schwab and one or more Participants. Participant understands and acknowledges that Schwab may put its own interests or that of another Participant ahead of your interests.

2. Representations of Participant.

By utilizing the Services, Participant makes the following representations to Schwab:

- a. Participant represents that, to its knowledge after appropriate due diligence, Participant's use of the Services will not result in a violation of any applicable law, rule or regulation.
- b. Participant understands and agrees that the Services do not constitute an endorsement of any Participant. Participant accepts all responsibility for evaluating the suitability of the Services for Participant's business purposes, evaluating the suitability of Schwab in providing the Services, and accepting all risks and liabilities associated with the performance or non-performance of any Participant and/or Schwab pursuant to the Services.
- c. Participant represents that in all cases where it utilizes the Services on behalf of a registered investment advisory firm, Participant is fully authorized to do so on behalf of such registered investment advisory firm.

d. Participant understands and agrees that Schwab reserves the right to limit use of, or terminate all use of the Services at any time for any reason.

e. Participant understands and agrees that any introduction to any other Participant by Schwab does not constitute an endorsement by Schwab. Participant accepts all responsibility for evaluating the suitability of any referral to any other Participant, evaluating the suitability of any other Participant for your business purposes, determining the adequacy of any agreement(s) you may enter into with any Participant, and accepting all risks and liabilities associated with the performance or non-performance of any Participant pursuant to any such agreements.

f. Participant represents and warrants that any and all information it supplies in connection with the Services will be true and correct to the best of its knowledge after appropriate due diligence.

3. Confidentiality and Privacy.

Participant acknowledges and agrees that, in the course of utilizing the Services, Participant may acquire confidential and proprietary information about other Participants (“Confidential Program Information”). Participant agrees to take all reasonable precautions necessary to safeguard the Confidential Program Information from disclosure to any person or entity other than those who require access to the Confidential Program Information for the purposes of a potential business or employment relationship with a particular Participant to which the Confidential Program Information relates and not to use the Confidential Program Information for any other purpose. Participant agrees to treat Confidential Program Information with the same care as its own confidential business information. Participant will take reasonable steps to ensure that any third parties to whom it may provide access to the Confidential Program Information avoid disclosure of such information. Confidential Information shall not include (1) information generally known to the public, (2) information already known by Participant prior to its disclosure; and (3) information independently developed without reference to the Confidential Program Information. Participants shall be express and intended third party beneficiaries of the protections set forth in this Section 3 (Confidentiality). Participant acknowledges and agrees to the applicable privacy policy governing the Services available at <https://www.schwabriacconnect.com/talentadantage>.

4. Release and Waiver.

PARTICIPANT HEREBY RELEASES SCHWAB AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS AND AFFILIATES (COLLECTIVELY “ITS ASSOCIATES”) FROM ALL LIABILITY, DAMAGES, COSTS OR EXPENSES, AND WAIVES THE RIGHT TO ASSERT ANY CLAIM AGAINST SCHWAB AND ITS ASSOCIATES, ARISING FROM OR OUT OF THE EXECUTION AND DELIVERY OF THE SERVICES, THE EXECUTION AND DELIVERY OF ANY AGREEMENT(S) BY OR BETWEEN ANY PARTICIPANTS, THE PERFORMANCE OR NON PERFORMANCE BY SCHWAB AND/OR ITS ASSOCIATES OF THE SERVICES, THE PERFORMANCE OR NON PERFORMANCE BY

PARTICIPANTS PURSUANT TO ANY AGREEMENT(S) AND ANY RELATIONSHIP BETWEEN PARTICIPANTS. THIS RELEASE AND WAIVER SHALL SURVIVE TERMINATION OF THE SERVICES.

5. Indemnification.

Participant agrees to indemnify and hold harmless Schwab, its affiliates, directors, officers, employees, and agents from and against any and all claims, actions, costs and liabilities, including attorney's fees, arising out of or relating to: (i) any breach by Participant of, or failure by Participant to comply with, any provision of these terms and conditions; (ii) any violation by Participant of any law, rule or regulation in connection with its performance hereunder; (iii) any claims or demands by any Participant seeking enforcement against Schwab of any obligations arising under Participant's agreement(s) with other Participant(s); and (iv) any claims or demands by Participant(s) seeking enforcement against Schwab of any obligations arising under Participant's agreement(s) with other Participant(s). Participant further agrees to pay promptly on demand any and all amounts due to Schwab arising from the foregoing. This indemnification obligation shall survive termination of the Services.

6. Relationship of Parties.

Nothing in these terms and conditions shall cause Participant to be deemed an employee, agent or independent contractor of, or a partner with, Schwab. Schwab provides the Services not as an agent, representative or fiduciary to Participant, or any other person.