

Independent Advisor Access Agreement

This Independent Advisor Access Agreement is between a Client, third party independent financial advisor and Trustmark Tailored Wealth™ (“Trustmark,” “we,” “us,” “our,” “ours”), including as applicable, any related Terms of Use, Enrollment Form(s), Application(s), Certificate(s) of Resolution, Authorizations, and any separate terms of service agreements or instructions relating to specific access and/or functionality that may be provided in connection herewith (collectively, this “Agreement”), and sets forth the terms and conditions governing the provision of access to the Trustmark Tailored Wealth core system (“Core System”) to a third party independent financial advisor (“Independent Advisor”) authorized by you (collectively, “Client,” “you,” “your,” “yours”) and describes the rights, responsibilities and obligations of you, us and the Independent Advisor. Unless otherwise indicated, the provisions of this Agreement apply to both individual and entity Clients. If you are an entity Client, by completing and submitting the appropriate resolution and Enrollment Form, Client agrees to, and shall be bound by, the terms, conditions and provisions in this Agreement.

Trustmark, in its sole discretion, may not permit the Independent Advisor to use the Core System until we have determined that Client and Independent Advisor have accepted or executed the applicable documentation and otherwise provided appropriate information and specifications for the use of the Core System, and until we have had a reasonable opportunity to receive and review this Agreement and activate the Core System access. In any event, Client and Independent Advisor agree that the use by Independent Advisor of the Core System shall, without any further action or execution or acceptance of any documentation on the part of Client, constitute Client’s acceptance of and agreement to our terms and conditions for the use of such Core System as may be in effect as of the time of such usage, whether set forth in this Agreement or otherwise prescribed by us.

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you, Independent Advisor and Trustmark, intending to be legally bound, do hereby agree as follows:

Article I. Definitions.

The following terms and definitions apply when used in this Agreement.

- I.1** “Access Credentials” means the confidential User ID and Passwords, as well as other codes, assigned to Independent Advisor by us or selected by Independent Advisor for identification purposes in connection with the use of the Trustmark Tailored Wealth Core System.
- I.2.** “Access Device” means personal equipment (including any personal computers, smart phones, tablets, data assistant or other wireless Access Device that meets the requirements for use of the Core System.
- I.3.** “Account” or “Accounts” means one or more Tailored Wealth accounts that Client has with us.
- I.4.** “Account Access” means the ability of Independent Advisor to access account, transaction information and certain permissions as to use of the Core System on Accounts through the Internet, as more specifically outlined in Article III herein.

- I.5. “Authorized User” means anyone you (or an Authorized User) authorize or allow to access and use the Core System, User ID, Password or other device to access and use the Core System and/or linked account(s). Independent Advisor shall be considered an Authorized User.
- I.6. “Core System” means the Trustmark Tailored Wealth core system platform.
- I.7. “Enrollment Form” means the Independent Advisor Access Enrollment Form and all information included therein and incorporated as a part thereof submitted by the Client or on Client’s behalf for enrollment of Independent Advisor in access and use of the Core System. The Enrollment Form also means any amendments submitted thereafter.
- I.8. “Linked Account” means Client’s Account(s) with us from which the access to and use of the Core System may be made. The initial linked account is designated as the primary account on the Independent Advisor Access Enrollment Form. Your other Account(s) may be added as a linked account if you request the Account be added and complete all required documentation.

Other definitions may be set forth elsewhere in this Agreement.

Article II. Setup and Use of Trustmark Tailored Wealth Core System.

2.1. Eligibility.

To have access to the Core System, Independent Advisor must be an Authorized User of the Software selected, if required for use with the equipment. Client must also have at least one eligible Account with us. If you have more than one Account, Independent Advisor will have access through the Core System to the Account(s) you specify on the Enrollment Form. Independent Advisor will have the functionality to your Account(s) as you authorize on the Enrollment Form. If you specify more than one Account on the Enrollment Form, we will “link” the Accounts together. Accounts which are “linked” under the Core System will have one common owner and/or signer. We may, at our sole discretion, require the written consent of any and all owners on any account before allowing Independent Advisor to access Accounts through the Core System. Any non-linked Account will not be accessible through the Core System. Independent Advisor must designate a User ID and Password which will be required to gain access to the Core System. Prior to Independent Advisor’s first use of the Core System, we will assign Independent Advisor a User ID and Password required to gain access to the Core System. The Core System will ask Independent Advisor to change his/her Password the first time that he/she uses the system. If Independent Advisor does not use the Core System on a regular basis, we (without notice and at our sole option) may (but are not required to) deactivate Independent Advisor’s access to the Core System. Independent Advisor must contact us to reactivate access to the Core System after access has been restricted.

2.2. Security Procedure.

The use of the Access Credentials is a portion of a security procedure established by us to authenticate the identity of the person attempting to gain access to the Core System. The security procedure is not designed for the detection of errors. We may require Independent Advisor to change his/her Access Credentials from time to time for security reasons. Independent Advisor should keep his/her Access Credentials in a secure location. Any person having access to the Access Credentials will be able to access the Core System and perform all transactions, including reviewing Account information and making trades on certain Accounts. **Independent Advisor is responsible for safeguarding the Access Credentials. Providing these Access Credentials to another person effectively constitutes a grant of authority to access Client Accounts.**

Independent Advisor agrees to comply with any of the Security Procedures and any other Security Procedures we direct him/her to use, and you and Independent Advisor acknowledge and agree to the Security Procedures, including (without limitation), the Access Credentials, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification of the person gaining access to the Core System, established from time to time by us (“Security Procedures”). You and Independent Advisor agree that the Security Procedures constitute commercially reasonable security

procedures under applicable law for the initiation of the Core System utilized, including without limitation, access to confidential information. You and Independent Advisor authorize us to follow any and all instructions entered using applicable Security Procedures unless and until you and/or Independent Advisor have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Access Credentials have been stolen, compromised, or otherwise become known to persons other than you, your representative(s), Independent Advisor or his/her representative, and until we have had a reasonable opportunity to act upon such notice. You and Independent Advisor agree that instructions, entries and transactions using applicable Security Procedures constitute sufficient authorization for us to execute such instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any documents relating to this Agreement or your Account maintained with us, and you agree and intend that the submission of instructions, entries and transactions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such instructions. You and Independent Advisor acknowledge and agree that you and Independent Advisor shall be bound by any and all instructions, entries and transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all activity otherwise initiated by you or Independent Advisor, to the fullest extent allowed by law. You and Independent Advisor further acknowledge and agree that the Security Procedures are not designed to detect errors in the transmission or content of communications or transactions initiated by you and/or Independent Advisor, and that you and Independent Advisor bear the sole responsibility for detecting and preventing such errors.

Independent Advisor agrees to keep all Security Procedures protected, secure, and strictly confidential and to provide or make available the same only to his/her authorized representative(s). Independent Advisor agrees not to disclose or provide any Security Procedures to any unauthorized person. Authorized representatives should be trained on the Security Procedures as they relate to their job function. Independent Advisor also agrees that Users shall not share Security Devices with each other. Where Independent Advisor has the ability to change or modify Access Credentials from time to time (e.g., a password or User Name), he/she agrees to change Access Credentials frequently in order to ensure the security of the Access Credentials. Independent Advisor agrees to notify us immediately, according to notification procedures prescribed by us, if he/she believes that any Security Procedures have been stolen, compromised, or otherwise become known to persons other than Independent Advisor or his/her authorized representative(s) or if Independent Advisor believes that any activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue new Access Credentials or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you, Independent Advisor or any third party for any delay in taking such actions. If you and/or Independent Advisor are an entity, you and Independent Advisor agree to indemnify, defend all claims, and hold us harmless from any loss, damages, or expenses, including, but not limited to attorneys' fees, caused by your and/or Independent Advisor's employees' or agents' failure to keep the Security Procedures or Access Credentials confidential and secure.

In addition to protecting Access Credentials, Independent Advisor should also take precautions to protect his/her personal identification information, such as a driver's license, Tax Identification Number, etc. This information by itself or together with other information may allow unauthorized access to your Accounts. Independent Advisor is also solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control and for protecting, securing, and backing up all information and data stored in or on his/her devices. For additional guidance on information security, please visit our website at www.trustmark.com. Independent Advisor agrees to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. Access granted to data sent to and from the Core System should be sufficient to determine that authorized representatives and methods are completing transactions.

We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any device used in conjunction with the Security Procedure, at any time and from time to time in our discretion. We will endeavor to give Independent Advisor reasonable notice of any change in Security Procedures, provided that we may make any change in Security Procedures without advance notice to Independent Advisor if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Independent Advisor's implementation and use of any changed Security Procedures after any

change in Security Procedures shall constitute his/her agreement to the change and his/her agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

2.3. Access.

Access to the Core System is generally accessible 24 hours a day, seven days a week, except that the Core System may be inaccessible for a reasonable period on a daily basis for system maintenance. We are not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Core System at any time and for any reason without notice. We may change the terms and conditions of this Agreement from time to time to conform with changes or advancements in our Core System, or as required by law or regulation. All such changes will be made according to the procedures outlined in Article 7. Use of the Core System after the effective date of such changes will constitute consent to the changes.

2.4. Equipment Requirements.

In order to use the Core System, Independent Advisor must first obtain his/her own Access Device with Internet connection capability and related equipment (the "Hardware"). Independent Advisor also must provide the type of Internet access required by the Hardware and/or Software, which requires certain browser and minimum operating system requirements. Please contact us for a listing of current system requirements. Once the Hardware has been properly connected and any required Internet access has been established, Independent Advisor will be able to access the Core System. Independent Advisor is and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to his/her Access Device, and for all related costs. Independent Advisor is solely responsible for virus protection and maintenance of his/her Access Device. We shall have no responsibility for failures, interruption or other defects in the Core System, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. We may add to, modify, or replace software programs used in conjunction with providing the access to the Core System under this Agreement at our sole discretion and without notice, provided access to the Core System is not substantially negatively affected or obligations are not altered.

Article III. Trustmark Tailored Wealth Core System.

3.1. Core System Functionality Offered.

Independent Advisor may use the Core System to:

- View Client account information such as, balances, holdings and recent transactions on Client Accounts.
- View Client account characteristics.
- Download Client account information in various formats.
- Buy and/or sell assets within a Client account.
- Enter trade information and specifications.
- View tax documents.
- View Client historical investment values.

Independent Advisor may not use the Core System to:

- Disburse or receive cash from Client accounts.
- Open or close Client accounts.
- Enroll, modify or cancel Client access to *myTailoredWealth*[™].
- Initiate free receipt/delivery of instruments.

These activities are limited to the extent noted herein and in the agreements governing Client's various Accounts with us. We (in our sole discretion and without notice) may expand or restrict ("Change") the functionality and access offered through the Core System. Information about a Change will be available through the Core System. If Independent Advisor uses the Core System after a Change, you and Independent Advisor agree to and are bound by that Change. We, at any time and from time to time, in our sole discretion, without notice, may (but are not

required to) reject, restrict or terminate Independent Advisor or an Authorized User(s)'s access to and use of the Core System.

3.2. Vendor.

Independent Advisor acknowledges and agrees that the Core System is provided by an independent third party service provider ("Vendor") as selected by us, and that both the Vendor and the Core System are subject to change from time to time without notice. Independent Advisor further acknowledges, agrees, and stipulates that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or us. Neither we nor the Vendor are responsible for the actions or omissions of the other.

Article IV. Parties' Responsibilities.

4.1. Client and Independent Advisor Responsibilities.

4.1.1. Compliance with Laws and Unauthorized Use.

Independent Advisor agrees not to use the Core System for any illegal purpose or in breach of any contract or agreement by which he/she is bound, and agrees to comply with all applicable laws, rules, and regulations in connection with his/her use of the Core System. Independent Advisor agrees to use the Core System and Access Credentials only in a manner and for purposes we authorize. Independent Advisor agrees that if he/she, or an Authorized User, uses or attempts to use the Core System or his/her Login Credentials in an unauthorized manner or for an improper purpose, we may, at our sole option and without notice, immediately terminate Independent Advisor's right to use the Core System. Independent Advisor agrees to notify us immediately of any access which is inconsistent with access rights granted to Independent Advisor by you in the Enrollment Form.

4.1.2. Changes to Investment Objectives.

You and Independent Advisor agree to notify us in writing in a timely manner of any changes to your investment objectives or outside investment managers.

4.1.3. Physical and Electronic Security.

Independent Advisor is solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in his/her possession or under his/her control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at Independent Advisor's own discretion and risk; we are not responsible for any damage to computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Independent Advisor is solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to his/her operating systems, and for protecting, securing, and backing up any data and information stored in or on his/her operating systems. We are not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Independent Advisor's operating systems.

Independent Advisor acknowledges and agrees that it is his/her responsibility to protect himself/herself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). Independent Advisor agrees to educate his/her representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. Independent Advisor acknowledges that we will never contact him/her by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information. In the event Independent Advisor receives an e-mail or other electronic communication that he/she believes, or has reason to believe, is fraudulent, Independent Advisor agrees that he/she shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, Independent

Advisor agrees that we are not responsible for any losses, injuries, or harm incurred as a result of any electronic, e-mail, or internet fraud.

In the event of a breach of the Security Procedure, Independent Advisor agrees to assist us in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing us or our agent access to Independent Advisor's hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. Independent Advisor further agrees to provide to us any analysis of such equipment, device, or software or any report of such analysis performed by Independent Advisor, his/her agents, law enforcement agencies, or any other third party. Independent Advisor's failure to assist us shall be an admission by him/her that the breach of the Security Procedure was caused by a person who obtained access to transmitting facilities or who obtained information facilitating the breach of the Security Procedure from Independent Advisor and not from a source controlled by us.

4.1.4. Independent Advisor E-mail Address.

Independent Advisor agrees to keep any e-mail address(es) provided to us for notification purposes in connection with enrollment in and activation of access to the Core System ("System E-mail Address"), as well as his/her mailing address, current and updated with us at all times. To notify us of a System E-mail Address or mailing address change, please call us at the telephone number provided in Section 8.5. of this Agreement during our normal business hours. Independent Advisor also may update his/her System E-mail Address within the Core System. Except to the extent otherwise required by applicable law or regulation, Independent Advisor agrees that we are under no obligation to re-send, re-transmit, or otherwise deliver any Core System notifications or information that we have transmitted to a System E-mail Address and that has been returned "undeliverable" or otherwise rejected for delivery.

4.1.5. Duty to Inspect and Responsibility for Accurateness.

You and Independent Advisor shall immediately inspect all data transmitted to and received from the Core System as well as all transaction history, reports, journals, and other material evidencing the output of the transactions, entries and instructions. You and Independent Advisor agree to compare or reconcile to the source data to increase assurance that the data transmissions and other transaction processing are complete and accurate. Input sent to us should be balanced to the results of processing. You and/or Independent Advisor must immediately report all discrepancies to us as indicated in the transaction history, reports, journals, and other material evidencing the output of the transactions, entries and instructions or otherwise, at the latest, by the close of business on the business day following the day on which the transactions, entries and instructions are initiated. You and Independent Advisor are hereby responsible for the accuracy and completeness of all entries, instructions and transactions initiated through the Core System. We hereby disclaim any and all liability for entry, instruction and transaction errors.

4.1.6. Account Ownership/Accurate Information.

You represent that you are the legal owner of the Core System Account(s) and other financial information which may be accessed through the Core System, or you have been duly authorized by the legal owner of the Account(s) to grant Independent Advisor access the Account(s). You and Independent Advisor represent and agree that all information provided to us in connection with the Core System is accurate, current and complete, and that you and Independent Advisor have the right to provide such information to us for the purpose of operating the Core System. You and Independent Advisor agree to not misrepresent identity or Account information. You agree to keep your Account information up-to-date and accurate.

4.1.7. Proprietary Rights.

Independent Advisor is permitted to use content delivered through the Core System only in connection with the proper use of the Core System. Independent Advisor may not copy, reproduce, distribute, or create derivative works from this content. Further, Independent Advisor agrees not to reverse engineer or reverse compile any Core System

technology, including, but not limited to, any software or other applications associated with the Core System.

4.1.8. User Conduct.

Independent Advisor agrees not to use the Core System or the content or information delivered through the Core System in any way that would (i) infringe any third party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Core System software, (ii) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of the Core System to impersonate another person or entity, (iii) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising), (iv) be false, misleading or inaccurate, (v) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers, (vi) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing, (vii) potentially be perceived as illegal, offensive or objectionable, (viii) interfere with or disrupt computer networks connected to the Core System, (ix) interfere with or disrupt the use of the Core System by any other user, (x) be inconsistent with authorizations granted by Client, or (xi) result in unauthorized entry or access to the computer systems of others.

4.1.9. Exercise of Caution.

Independent Advisor agrees to exercise caution when utilizing the Core System on his/her Access Devices and to use good judgment and discretion when obtaining or transmitting information.

4.1.10. Organizational Authority.

If you are an entity Client, you represent and warrant to us that your acceptance and performance of this Agreement, and the execution of any Core System transactions and activity by Independent Advisor on your behalf, are within your organizational power and have been duly authorized by all necessary organizational action. You further represent and warrant that the person who accepts this Agreement on your behalf has been duly authorized to do so, and that this Agreement, together with any Core System transaction, entry, instruction or activity initiated by Independent Advisor constitutes your legal, valid, and binding obligation, enforceable against you in accordance with its terms.

4.1.11. Authorization of Independent Advisor.

You acknowledge and agree that anyone you designate as an Independent Advisor on the Enrollment Form, within the Core System or by any other method acceptable to us, who possesses Access Credentials may access and use the Core System and/or your Accounts as per your authorization. You agree that you are solely responsible for those persons you designate as an Independent Advisor or those to whom you allow access to your Accounts. You are solely responsible for the entitlements granted within the Core System and/or your Accounts to which you designate to an Independent Advisor. You hereby agree and acknowledge that Independent Advisor is your agent with respect to your Accounts and all transactions, transmissions, entries and information initiated by Independent Advisor on your Accounts. We may rely on the authority of an Independent Advisor and the entitlements granted until the authorization is revoked by you, you have notified us in accordance with this Agreement, and we have had a reasonable opportunity to act upon any such notification from you. We assume no liability or responsibility to monitor or approve the designations you make as to an Independent Advisor.

You and Independent Advisor are each responsible for maintaining the confidentiality and security of all Access Credentials and for implementing the necessary client controls, balancing and reconciliation functions, and audit procedures to prevent fraud, misuse, and unlawful conduct regarding the Accounts. You and Independent Advisor agree to notify us immediately by calling us at the number provided in Section 8.5. of this Agreement if either of you believe that any Access Credentials have been stolen, compromised, or otherwise become known to persons other than Authorized Users. You and Independent Advisor agree that we shall have a reasonable opportunity to act upon any such notification from you.

4.2. Our Responsibilities.

4.2.1. Access.

We will not be liable under this Agreement for failure to provide access or for interruptions in access to the Core System due to a system failure or due to other unforeseen acts or circumstances.

4.2.2. Independent Advisor Computer Equipment & Software.

We will not be responsible for any errors or failures from any malfunction of Independent Advisor computer or any computer virus or other problems related to his/her computer equipment used with the Core System.

We are not responsible for any errors, damages or other losses you or Independent Advisor may suffer due to malfunction or misapplication of any system used, including browsers (Mozilla Firefox[®], Microsoft Internet Explorer[®], or otherwise), Internet service providers, personal financial management or other software (such as Quicken[®] or Microsoft Money[®]), or any equipment used (including telecommunications facilities, computer hardware and modem) to access or communicate with the Core System.

4.2.3. Loss of Data.

Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to the Core System. These difficulties may result in loss of data, personalization settings or other Core System interruptions. Neither we nor any of our service providers assumes responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with use of the Core System.

4.2.4. Operational Availability

Neither we nor any of our service providers assumes responsibility for the operation, security, functionality or availability of any device or network utilized to access the Core System.

4.2.5. Errors and Delays.

Financial information obtained through the Core System (including, without limitation, any text message alerts) reflects the most recent account information available through the Core System and may not be accurate or current. You and Independent Advisor agree that neither we nor our service providers will be liable for any errors or delays in the content of the Core System, or for any actions taken in reliance thereon.

Article V. Privacy and Confidentiality.

The importance of maintaining the confidentiality and privacy of Client information is one of our highest priorities. We may disclose information about your Accounts: (i) where it is necessary for completing the transactions or maintaining your Accounts; (ii) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (iii) in order to comply with legal process, a government agency or court orders; (iv) to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements; or (v) otherwise as permitted by law. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website at www.trustmark.com and at our banking locations.

Article VI. Change in Terms and other Amendments.

We may amend the terms of this Agreement, alter, change, or modify the access to and use of the Core System provided under the terms of this Agreement (including the fees and charges), or any supplemental agreement at any time in our sole discretion by giving notice to you and Independent Advisor, if required by applicable law. If prior notice to you and/or Independent Advisor is required, notice will be given for the required applicable number of days in advance of such amendments by: (i) mailing a copy of the amendment to you and Independent Advisor at the most recent address shown on our records, or (ii) if you and/or Independent Advisor have previously agreed, by providing notice delivered to the last e-mail address you and/or Independent Advisor have provided us, or (iii)

by other appropriate electronic means. Continued use of the Core System shall constitute agreement to such amendment. No amendments requested by you and/or Independent Advisor shall be effective unless received in writing by us and agreed to by us in writing.

Article VII. Termination.

7.1. Our Right to Terminate.

We may terminate Independent Advisor's right to use the Core System and/or cancel Independent Advisor's Access Credentials with or without cause or notice unless otherwise required by law. Additionally, any violation or breach by you, Independent Advisor or anyone on your behalf of this Agreement will be cause for us to terminate access to the Core System without notice.

7.2. Your Right to Terminate.

You may terminate Independent Advisor's access to the Core System if: (i) you give us notice of termination at least 10 business days before you want access terminated, and (ii) your notice of termination states the date on which you want access terminated.

7.3. Rights Cumulative.

Our election to terminate this Agreement is in addition to any and all other remedies that may be available to us and will not affect any obligations you or Independent Advisor may have to us. Any reinstatement of the access under this Agreement will be at our sole discretion and must be agreed upon in writing by our authorized representative.

Article VIII. Miscellaneous Provisions.

8.1. Electronic Notices.

We may deliver any required disclosures and other notices concerning the Core System or your Accounts by email or other appropriate electronic means.

Independent Advisor may use email to contact us about inquiries, maintenance and/or some problem resolution issues. Email may not be a secure method of communication. Thus, we recommend not sending confidential or personal information by email. We are not able to guarantee the authenticity, privacy or accuracy of information sent or received by e-mail. Independent Advisor assumes all risks of communicating through e-mail. You and/or Independent Advisor release us from, and agree that we are not liable to you, Independent Advisor or any other person or entity for, losses and/or damages incurred as a result of communicating through e-mail. There may be times when Independent Advisor needs to speak with someone immediately (especially to report a lost or stolen Password). In these cases, do not use email. Instead, call us at the number provided in Section 8.5.

8.2. Ownership of Core System.

The content, information and offers on the Core System are copyrighted by us and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. Independent Advisor agrees not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Core System, except as provided in this Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on our sites are the trademarks, service marks or logos of ours, or others as indicated.

8.3. Web-linking Practices.

We may provide access to information, products or services offered on other third party websites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse or guarantee the products, information or recommendations provided by linked sites and are not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than

we provide and may have a privacy policy different than that of ours. Access, use and reliance upon such content, products or services is at yours and Independent Advisor's own risk.

8.4. Geographic Restrictions.

The access to Core System described in this Agreement is solely offered to residents of the United States of America within the United States of America. The Core System may not be accessible outside the United States of America.

8.5. Contact Information.

In case of questions, comments, or requests for technical support with regard to the Core System, please contact us at:

Trustmark Tailored Wealth
Telephone number: 1-844-360-1507 (toll free)
E-mail to: twclientsupport@trustmark.com

8.6. Retention of Records.

We will not be required to retain instructions or information under this Agreement for longer than the period required by appropriate regulations or laws.

8.7. Right to Rely.

We are entitled to rely on any communication, instrument, instruction, transaction, or document we believe in good faith to be genuine and correct and to have been given, signed and/or sent by you, an authorized signer, Independent Advisor or Authorized User. You and Independent Advisor agree that we will not be liable to you, Independent Advisor and/or a third party for the consequences of any such reliance.

8.8. Data Recording; Consent to Communications.

You and Independent Advisor agree that we may (without any obligation) record, retain, and/or monitor any communications (including, without limitation, telephone conversations) between you, Independent Advisor and us without further notice to any person. You and Independent Advisor also acknowledge and agree that use of the Core System, the transactions and other information entered may be recorded and retained by us. All such information, data, and communications recorded, retained, or monitored by us (collectively, "System Data") shall be and remain our property, and we shall have no obligation to provide System Data or copies thereof to you or Independent Advisor, subject to the requirements of applicable law. If you or Independent Advisor request us to make System Data available, and if we agree to provide System Data, you agree to pay our fees and charges for making the System Data available to you, Independent Advisor or to any third party at your request. You and Independent Advisor acknowledge that you are responsible for the maintenance and storage of your own data and other information created through your use of the Core System. You and Independent Advisor agree that we may call you or Independent Advisor, using an automatic telephone dialing system or otherwise, leave a voice, prerecorded, or artificial voice message, or send a text, e-mail, or other electronic message to administer and manage the delivery of the Core System, to collect any amounts owed, or for other informational purposes related to the Core System (each a "Communication"). You and Independent Advisor agree that we may call or text any telephone number provided in connection with the Core System, including cellular telephone numbers. You and Independent Advisor understand and agree that neither of you are required to provide such consent with respect to Communications made to cellular telephone number(s). If you or Independent Advisor wish to revoke consent to be contacted at any cellular telephone number using an automatic telephone dialing system and/or an artificial or prerecorded message, you both agree to provide us with such information as we may request in order to process the revocation of consent. To help us facilitate such a request, please call us at 1-844-360-1507.

8.9. Notice.

We can give you and Independent Advisor notice (including legally required disclosures) by mail, e-mail or through the Core System. Our notice to you and Independent Advisor is effective when: (i) put in U.S. mail, postage prepaid,

addressed to yours or Independent Advisor's last known statement mailing address, (ii) sent to your or Independent Advisor's System E-mail Address(es), or (iii) posted on our website, on the Core System, or in our offices for a reasonable time. Independent Advisor agrees to check the Core System daily and to check e-mail daily. You and Independent Advisor agree to notify us if your or Independent Advisor's e-mail address and/or statement mailing address changes. You and Independent Advisor agree that anyone at your statement mailing address or anyone using your or Independent Advisor's e-mail is an agent to receive notice.

You and Independent Advisor may give us notice by: (i) calling 1-844-360-1507 and then sending written notice to Trustmark Tailored Wealth, 248 E. Capitol Street, Suite 1000, Jackson, MS 39201, or (ii) by an e-mail to twclientsupport@trustmark.com, or (iii) mailing a written notice to Trustmark Tailored Wealth, 248 E. Capitol Street, Suite 1000, Jackson, MS 39201.

We may change our phone number and address by posting a different phone number or address on our website. Notice to us is effective when we receive and act on such notice.

8.10. New Services; Third Party Services.

We may introduce new services or add enhancements to existing Core System from time to time. By using such new services or enhancements after they become available, you and Independent Advisor agree to be bound by all terms and conditions applicable thereto. From time to time we also may arrange for third parties not affiliated with us to make their products and services ("Third Party Services") available, and we may provide hyperlinks to external websites owned or operated by such third parties. Third Party Services may be subject to separate terms and conditions between you and the provider of such services. In the event of a conflict between the terms of this Agreement and the terms of any agreement with a provider of a Third Party Service, the terms of this Agreement shall control with the respect to legal relationship between you, Independent Advisor and us as addressed in this Agreement. Unless we otherwise agree in writing, and subject to applicable law, the provider of any Third Party Service is solely responsible for the Third Party Service, and we shall have no responsibility or liability to you therefore. No breach or default by the third party provider with respect to any Third Party Service shall in any way relieve you or Independent Advisor of your respective obligations to us under this Agreement or allow you or Independent Advisor to withhold the performance thereof. You and Independent Advisor agree to indemnify, defend, and hold us harmless from and against any and all liability, losses, or claims arising out of or in any way related to any breach or default on your or Independent Advisor's part with respect to any agreement you and/or Independent Advisor may have with the provider of any Third Party Service. The privacy, information-sharing, and security policies of any provider of a Third Party Service may differ from our policies, and you and Independent Advisor are responsible for reviewing and understanding the provider's policies before you obtain a Third Party Service.

8.10. Limitation of Liability.

8.11.1. YOU AND INDEPENDENT ADVISOR AGREE THAT WE SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU, INDEPENDENT ADVISOR OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OR INDEPENDENT ADVISOR OF CORE SYSTEM EVEN IF YOU, INDEPENDENT ADVISOR, WE OR OUR SERVICE PROVIDER HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.11.2. TO THE FULLEST EXTENT ALLOWED BY LAW, OUR LIABILITY TO YOU AND INDEPENDENT ADVISOR UNDER THIS AGREEMENT SHALL BE LIMITED TO AN AMOUNT NOT TO EXCEED THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY US FOR ACCESS TO THE CORE SYSTEM DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU OR INDEPENDENT ADVISOR FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU OR INDEPENDENT ADVISOR REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

8.11.3. YOU AND INDEPENDENT ADVISOR ACKNOWLEDGE AND AGREE THAT USE OF THE CORE SYSTEM SHALL BE AT YOUR RESPECTIVE SOLE RISK AND THAT THE ACCESS AND FUNCTIONALITY IS PROVIDED BY US ON AN "AS IS" BASIS.

8.11.4. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO, AND HEREBY DISCLAIM ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU, INDEPENDENT ADVISOR OR TO ANY OTHER PERSON AS TO THE CORE SYSTEM OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, LOSS OF DATA, NONINFRINGEMENT OR SUITABILITY. YOU AND INDEPENDENT ADVISOR AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY OF OUR EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS AGREEMENT OR ANY ACCESS AND FUNCTIONALITY PERFORMED PURSUANT HERETO.

8.11.5. WE MAKE NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU OR INDEPENDENT ADVISOR AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE CORE SYSTEM (INCLUDING, WITHOUT LIMITATION, YOUR OR INDEPENDENT ADVISOR'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR OR INDEPENDENT ADVISOR'S SOFTWARE, OR YOUR OR INDEPENDENT ADVISOR'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF OUR SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU OR INDEPENDENT ADVISOR USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.11.6. WE SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU OR INDEPENDENT ADVISOR TO US OR FROM US TO YOU OR INDEPENDENT ADVISOR. WE SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OR INDEPENDENT ADVISOR OF ANY UPGRADES OR ENHANCEMENTS TO ANY COMPUTER HARDWARE OR SOFTWARE.

8.11.7. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE CORE SYSTEM WILL MEET YOUR OR INDEPENDENT ADVISOR'S REQUIREMENTS OR EXPECTATIONS OR THAT THE ACCESS TO CORE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE FURTHER DISCLAIM ANY REPRESENTATION OR WARRANTY THAT ANY ERRORS IN TECHNOLOGY WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE CORE SYSTEM IS OBTAINED AT YOUR AND INDEPENDENT ADVISOR'S OWN DISCRETION AND RISK, AND WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR OR INDEPENDENT ADVISOR'S DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. WE MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY THIRD PARTY INFORMATION OR DATA THAT YOU OR INDEPENDENT ADVISOR OBTAINS THROUGH THE USE OF THE CORE SYSTEM. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU OR INDEPENDENT ADVISOR FROM US OR THROUGH OR FROM YOURS OR INDEPENDENT ADVISOR'S USE OF THE CORE SYSTEM WILL CREATE ANY WARRANTY OR REPRESENTATION NOT EXPRESSLY STATED IN THE TERMS OF THIS AGREEMENT.

8.12. E-mail; Internet.

We are not responsible for, and you and Independent Advisor hereby release us from, any and all claims, loss or damages resulting from, or in any way related to, any computer virus or related problems that may be associated with using e-mail and/or the Internet.

8.13. Force Majeure.

We shall not be responsible for any liability, loss, or damage resulting from our failure to provide access to the Core System or to perform any other obligations under this Agreement which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you, Independent Advisor or third parties and their personnel; criminal acts; or generally, any cause reasonably beyond our control.

8.14. Indemnification.

In addition to other indemnification and liability provisions elsewhere in this Agreement, to the fullest extent allowed by law, you and Independent Advisor will be liable for, hold harmless, and will indemnify us and our vendors, and our respective employees and agents, from and against all claims of any sort by third parties or others arising out of this Agreement, including all losses and expenses incurred by us arising out of your or Independent Advisor's failure to report required changes, transmission of incorrect data to us, or your or Independent Advisor's failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by our gross misconduct or willful misconduct, you and Independent Advisor agree to indemnify and hold us, our officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any access to Core System granted in connection with this Agreement, (ii) our action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by us to be an authorized representative of you, Independent Advisor or Authorized User, (iii) any transactions, transmissions, entries or instructions initiated by Client, Independent Advisor, Authorized User, or by any person reasonably believed by us to be an authorized representative of you, Independent Advisor or Authorized User, (iv) Client's, Independent Advisor's or Authorized User's breach of any of covenants, agreements, responsibilities, representations or warranties under this Agreement, (v) Client's, Independent Advisor's or an Authorized User's breach of applicable laws, rules or regulations, (vi) invasions of Client's, Independent Advisor's or Authorized User's privacy, (vii) transmission, entry or instruction of incorrect, erroneous or incomplete data, (viii) designation of an Independent Advisor's and/or Authorized User(s) and the entitlements granted to Independent Advisor, Authorized User(s) and/or (ix) computer virus, theft, account takeover, and/or invasion whether caused by, enabled by or aided by Client, Independent Advisor or Authorized User(s). This section shall survive the termination of this Agreement with respect to acts or omissions occurring during its term.

Without limiting any of your or Independent Advisor's other obligations to us under this Agreement, you and Independent Advisor agree to protect and fully compensate us and our affiliates and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from your or Independent Advisor's infringement, or infringement by any other user of your Account, of any intellectual property or other right of anyone.

8.15. Arbitration and Waiver of Jury Trial.

YOU, INDEPENDENT ADVISOR AND US AGREE THAT ANY CONTROVERSY OR CLAIM BETWEEN YOU, INDEPENDENT ADVISOR AND US, OR BETWEEN YOU, INDEPENDENT ADVISOR AND ANY OF OUR OFFICERS, EMPLOYEES, AGENTS OR AFFILIATED ENTITIES, THAT ARISES OUT OF OR IS RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT OR IN TORT OR ANY OTHER LEGAL THEORY, INCLUDING CLAIMS OF FRAUD, SUPPRESSION, MISREPRESENTATION AND FRAUD IN THE INDUCEMENT (COLLECTIVELY, ANY "CLAIM"), WILL BE SETTLED BY BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT ("FAA"). THE PARTIES SHALL WORK IN GOOD FAITH TO SELECT AND AGREE UPON AN ARBITRATOR WITHIN THIRTY (30) DAYS AFTER A DEMAND FOR ARBITRATION BY ANY PARTY. THE ARBITRATOR SHALL HAVE SOLE DISCRETION TO USE ANY COMMERCIALY REASONABLE RULES OF ARBITRATION, UNLESS OTHERWISE AGREED TO IN WRITING BY THE PARTIES. IF THE PARTIES CANNOT AGREE UPON AN ARBITRATOR, THEN EACH PARTY SHALL DESIGNATE AN ARBITRATOR REPRESENTATIVE AND THE ARBITRATOR REPRESENTATIVES SHALL SELECT THE ARBITRATOR. IF A CLAIM IS SUBMITTED TO ARBITRATION, (i) YOU AND INDEPENDENT ADVISOR WILL NOT HAVE THE RIGHT TO GO TO COURT OR TO HAVE A JURY TRIAL; (ii) YOU AND INDEPENDENT ADVISOR WILL NOT HAVE THE RIGHT TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED IN THE ARBITRATION RULES; (iii) YOU AND INDEPENDENT ADVISOR WILL NOT HAVE THE RIGHT TO HAVE ANY CLAIM ARBITRATED AS A CLASS ACTION UNDER THE ARBITRATION RULES OR UNDER ANY OTHER RULES OF CIVIL PROCEDURE; (iv) THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING WITH LIMITED RIGHTS TO APPEAL; AND (E) THIS AGREEMENT SUPERSEDES ANY PRIOR ALTERNATIVE DISPUTE RESOLUTION AND/OR ARBITRATION AGREEMENT THAT MAY EXIST BETWEEN YOU, INDEPENDENT ADVISOR AND US. THIS AGREEMENT TO ARBITRATE DISPUTES WILL SURVIVE THE CLOSING OF YOUR ACCOUNT AND THE TERMINATION OF THIS AGREEMENT.

8.16. Governing Law.

The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without regard to its conflict of law provisions and without regard to your state of residence.

8.17. Jurisdiction; Forum Selection.

All actions and proceedings arising out of or relating to this Agreement shall be heard by an arbitrator as set forth in Section 8.15., and the parties hereby consent and agree that the sole forum for arbitration will be in Hinds County, Mississippi. Each party hereby irrevocably waives, to the fullest extent permitted by the law, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement in Hinds County, Mississippi, and further irrevocably waives any claim that any arbitration brought has been brought in an inconvenient forum.

8.18. Enforcement.

In the event a dispute arises either directly or indirectly under this Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in the State of Mississippi. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorneys' fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.

8.19. Headings.

The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain, or modify this Agreement or its interpretation, construction, or meaning.

8.20. Severability.

The holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement which shall remain in full force and effect.

8.21. Waiver.

No waiver by us (whether or not in writing) of any term, condition, or obligation of you under this Agreement shall bind us to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

8.22. Binding Effect.

This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

8.23. Transfer and Assignment.

You and Independent Advisor cannot transfer or assign any rights or obligations under this Agreement without our written consent. We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party.

8.24. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

(August 2018)