

TERMS OF USE

This Agreement contains a binding Arbitration Provision in Section 16.

*****January 15, 2018*****

Key Investment Services LLC (“**We**” or “**Us**”) operates a website at key.com/personal/investing/kis.jsp (the “**Website**”) that provides information about the firm and its investment advisory services. The Website, and all content available thereon, are collectively referred to herein as the “**Services**”. You understand and agree that by providing content or other information to Us via the Services, you are granting Us all necessary rights to use that content and information on all instances of the Services.

Please read the following important terms and conditions (“**Terms of Use**”) carefully. These Terms of Use govern your access to and use of the Services, including any content, information, products or services therein. This is a legal agreement between you and Us. If you enter into a discretionary investment management agreement with Us (“**Advisory Agreement**”), you may be subject to additional terms and conditions that will be provided to you. In the event of any provision of your Advisory Agreement conflicts or is inconsistent with any provision of these Terms of Use, the provisions of the Advisory Agreement will control for matters or services related to the Advisory Agreement. Despite the prior sentence, the KeyCorp Privacy Policy, available on the Website, supersedes any conflicting terms in these Terms of Use and/or any other guidelines, rules and terms and conditions with respect to the subject matter covered by the Privacy Policy.

THESE TERMS OF USE TAKE EFFECT WHEN YOU REGISTER FOR THE SERVICES OR CLICK A “SIGN UP” OR SIMILAR BUTTON OR, IF EARLIER, WHEN YOU USE ANY OF THE SERVICES. YOU UNDERSTAND THAT BY USING THE SERVICES, YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE IN THEIR ENTIRETY, YOU MAY NOT USE THE SERVICES. OTHER TERMS OF USE WILL APPLY TO YOUR ACCESS OF THE SEPARATE WEBSITE OF YOUR DISCRETIONARY MANAGER, LOCKWOOD ADVISORS, INC (“Lockwood”) OR ITS AFFILIATED BROKER-DEALER, PERSHING LLC (“Pershing”).

In accessing the Services, you agree that (1) We will use the information you disclose to render Services and will disclose that information to Lockwood, Pershing or Jemstep, Inc. (“Jemstep”) so that they may render service to you and (2) you will not use the Services in any way to violate insider trading laws or other federal or state securities laws and regulations of the United States, any state or any other country, as applicable, relating to securities disclosure, securities trading, or investment advisory or brokerage services.[.

You understand that the Services involve matters with respect to finance and investing, such as investment strategies, asset allocation, stock quotes and in particular the performance of certain ETFs (and their underlying holdings), indices, stocks, stock portfolios, and investors. The

Services merely gather, process, and make information available to you, including possible asset allocation recommendations. You acknowledge that:

- We provide you with an investment recommendation based solely on the risk tolerance and profile data you provide, and unless you have entered into an Advisory Agreement with Us and become Our client, the Services are provided for **informational purposes only**. Although We believe the information is based on sources that are reliable, We do not review the information posted on the Services in relation to your individual investment objectives or financial circumstances. The scope of any investment advisory relationship We have with you is defined in the Advisory Agreement. Any preliminary discussions or recommendations made before We enter into an Advisory Agreement with you do not constitute investment advice and should not be relied on as such;
- The Services may include information obtained from sources such as stock exchanges, other financial data providers and news sources, and We do not review, endorse or analyze all such third-party information;
- We do not guarantee the accuracy, completeness, or timeliness of any information on the Services;
- Unless you agree to additional terms provided by Us through the Services that provide otherwise, none of the information on the Services constitutes a solicitation or offer to buy or sell any security, or to provide financial advisory services or other advice regarding the future profitability or the suitability of any security or investment, and that information should not be relied on as a primary basis for an investment decision; and
- The information provided on the Services is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation, and no information from the Services may be copied in any form, by any means, or redistributed, published, circulated or commercially exploited in any manner without Our prior written consent except as provided below.

All information and investment advice made available through the Services is provided solely by Us and Your discretionary money manager, Lockwood, and not by any of Our licensors, suppliers, vendors or partners, including Jemstep. For a description of the information and investment advice provided respectively by Us and Lockwood please see your Advisory Agreement, Our Form ADV Part 2A Appendix 1 and Lockwood's Form ADV Part 2A. Accordingly, We and Our licensors, suppliers, vendors, and partners, owners, sponsors, directors, officers, employees, successors, and assigns shall not, directly or indirectly, be liable, in any way, to you or any other person or entity for any: (a) inaccuracies or errors in or omissions from the Services or content thereon including, but not limited to, any information or analysis posted by any other user, prices of securities and financial data; (b) delays, errors, or interruptions in the transmission or delivery of the Services or content thereon; or (c) loss or damage arising from your use of the Services or content thereon or by any reason of nonperformance.

1. Modification of the Website or Terms of Use. We reserve the right, in Our sole discretion, at any time to modify, discontinue or terminate the Services, any portion thereof, or any content

thereon without advance notice, or to modify these Terms of Use. All modified terms and conditions will be effective upon the date when the change takes effect, unless there is a material change, which will be effective when We provide notice to you, unless a longer notice period is required by applicable law. If any modified terms and conditions are not acceptable to you, your sole remedy is to cease using the Services, and if applicable, cancel your Account (defined below) as specified below. By continuing to access or use the Services after We make any such revision, you agree to be bound by the revised Terms of Use. Each version of the Terms of Use will be identified at the top of the page by the effective date.

2. Content. Certain types of content are made available through the Services. “**User Information**” as used in these Terms of Use means, collectively, personal information such as name, address, employer, email address, financial information and investment objectives, and other information provided to Us by you as well as any other information programmatically available to the Services. “**Content**” as used in these Terms of Use means, collectively, all content on or made available through the Services that is not User Information, including but not limited to text, data, reports, analyses, performance charts, investment portfolios, investment plans, recommendations, projections, any information identifying or describing asset managers or funds, and stock quotes. We reserve the right to remove and permanently delete any Content or User Information from the Services without notice. We may make changes to or discontinue the Services at any time, and without notice. The Content on the Website may be out of date, and We make no commitment to update the Content.

3. Eligibility. The Services are intended solely for persons who are 18 or older. Any access to or use of the Services by anyone under 18 is unauthorized, unlicensed, and in violation of these Terms of Use. By accessing or using the Services, you represent and warrant that you are 18 or older.

4. Access Account Registration. In order to access the Services, you must register to create an access account (“**Access Account**”). When you register, you may be asked to choose a user name and password, which you may use to access your Access Account and portfolio information in the Services. We have physical, electronic and procedural safeguards that comply with applicable standards to guard Users’ non-public personal information. You are responsible for safeguarding your passwords and you agree not to disclose your passwords to any third party. You agree that you shall be solely responsible for any activities or actions under your Account, whether or not you have authorized such activities or actions. You shall immediately notify Us of any unauthorized use of your Account. You agree that the information, including User Information that you provide to us on registration and at all other times, and the information you provided to any website through which you access the Services or parts thereof, shall be true, accurate, current, and complete, and you acknowledge that We will rely on the truth, accuracy, currency, and completeness of the information that you provide to Us in this Section 4. We reserve the right to suspend or terminate your Access Account if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete.

5. Termination; Cancellation. We may terminate or suspend your access to the Services or any portion thereof and remove any information or Content (including User Information) from the Services, in Our sole discretion, at any time for any reason without notice to you. Further, if We believe, in Our sole discretion, that a violation of these Terms of Use has occurred, We may take any other corrective action We deem appropriate. We reserve the right to investigate suspected violations of these Terms of Use, including without limitation any violation arising from any use or misuse of User Information. We may seek to gather information from a User who is suspected of violating these Terms of Use (or from any other User) and you agree to provide Us with such information. We will fully cooperate with any securities regulator(s) including but not limited to the Securities and Exchange Commission, the Financial Industry Regulatory Authority or any state securities regulator, law enforcement authority(ies) or court order requesting or directing us to disclose the identity of anyone posting, publishing, or otherwise making available any User Information, emails, or other materials that are believed to violate these Terms of Use or any other law or regulation. You may request termination of your Account at any time and for any reason by sending an email to kis_service_center@kisinvestments.com. Any suspension, termination, or cancellation of your Account shall not affect your obligations to Us under these Terms of Use (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

6. [Access, Intellectual Property Rights and Ownership.

We, Lockwood and Our licensors, suppliers, vendors, and partners own all right, title, and interest, including all worldwide intellectual property rights in the Services, Content, and the trademarks, service marks, and logos contained therein. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services, Content, User Information or related products or services. We do not claim ownership rights in your User Information; however, consistent with KeyCorp's Privacy Policy, you grant Us the right to use your User Information and to share it with Lockwood, Pershing, Jemstep or any other of Our licensors, suppliers or vendors who have a need for that information so that We may deliver the Services and investment management services covered by your Advisory Agreement with Us.

7. Restrictions. You agree you will not do any of the following while using or accessing the Services, any Content or User Information thereon:

(a) Circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content or User Information;

(b) Upload, email, transmit, provide, or otherwise make available (i) any User Information or Content which you do not have the lawful right to use, copy, transmit, display, or make available (including any User Information or Content that would violate any confidentiality or fiduciary obligations that you might have with respect to the User Information or Content); or (ii) any User Information or Content that infringes the intellectual property rights of, or violates the privacy rights of, any third-party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, moral right, or right of publicity);

(c) Use any meta tags or other hidden text or metadata utilizing a Key Investment Services name, trademark, URL or product name;

(d) Upload, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;

(e) In any way use the Services to send altered, deceptive, or false source-identifying information;

(f) Upload, email, transmit, provide, or otherwise make available, via the Services, any User Information or Content that is unlawful, obscene, harmful, threatening, harassing, defamatory, or hateful, or that contain objects or symbols of hate, invade the privacy of any third-party, contain nudity, are deceptive, threatening, abusive, inciting of unlawful action, or are otherwise objectionable in Our sole discretion;

(g) Upload, email, transmit, provide, or otherwise make available any User Information or Content that contains software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy, or limit the functionality of any computer software; or (ii) interfere with the access of any user, host or network, including without limitation overloading, flooding, spamming, mail-bombing, or sending a virus to the Services;

(h) Upload, email, transmit, provide, or otherwise make available any User Information or Content that includes code that is hidden or otherwise surreptitiously contained within the User Information or Content;

(i) Interfere with or disrupt (or attempt to interfere with or disrupt) any web page available at the Services, servers, or networks connected to the Services, or the technical delivery systems of Our providers, or disobey any requirements, procedures, policies, or regulations of networks connected to the Services;

(j) Attempt to probe, scan, or test the vulnerability of any of Our systems or networks or breach or impair or circumvent any security or authentication measures protecting the Services;

(k) Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Services;

(l) Attempt to access, search, or meta-search the Services, User Information or Content thereon with any engine, software, tool, agent, device, or mechanism other than software and/or search agents provided by Us or other generally available third-party web browsers, including without limitation any software that sends queries to the Services to determine how a website or web page ranks;

(m) Violate these Terms of Use or any other rule or agreement applicable to you or Us through Services' inclusion in, reference to, or relationship with any third party or third-party site or service, or your use of any such third-party site or service;

(n) Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering, or commit fraud;

(o) Violate any applicable law, regulation, or ordinance;

(p) Use, launch, or permit to be used any automated system, including without limitation "robots," "crawlers," or "spiders"; or

(q) Use the Services, User Information or Content thereon in any manner not permitted by these Terms of Use.

8. Our Rules. We have provided rules to guide and limit your use of the Services and content thereon, which We may update and modify from time to time. Currently such rules are set forth in our FAQ or elsewhere on our Website. You agree not to take any steps designed to gain any improper advantage in using the Services or content thereon, including, but not limited to, delaying the reporting of trades or other transactions to have the benefit of hindsight, making use of material, non-public information, exploiting errors in the Services or content thereon, or any other deceptive or unlawful practice. We reserve the right to monitor your usage of the Services and content thereon and to investigate suspicious activity. We may take any action We deem in Our sole discretion necessary, including but not limited to terminating the Account of any User that We determine has acted unethically or illegally or otherwise has violated these Terms of Use.

9. Disclaimer of Warranties. Your use of the Services, Content and User Information is at your sole discretion and risk. The Services, Content and User Information, and all materials, information, products and services included therein, are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from Us. WE, LOCKWOOD, OUR LICENSORS, SUPPLIERS, VENDORS, AND PARTNERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES, CONTENT AND/OR USER INFORMATION, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING OR

COURSE OF PERFORMANCE. WE; LOCKWOOD OUR LICENSORS, SUPPLIERS, VENDORS, AND PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED,: (I) REGARDING THE AVAILABILITY, SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICES, CONTENT AND/OR USER INFORMATION; OR (II) THAT THE SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; OR (III) REGARDING THE PERFORMANCE OF OR ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY THE SERVICES INCLUDING BUT NOT LIMITED TO INFORMATION OBTAINED FROM BULLETIN BOARDS, MESSAGE BOARDS, CHAT SERVICES OR OTHER ONLINE CONFERENCING. No advice or information, whether oral or written, obtained by you from Us, shall create any warranty not expressly stated in this Agreement. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

10. Limitation of Liability. IN NO EVENT SHALL WE OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, LOCKWOOD, OUR LICENSORS, SUPPLIERS, VENDORS, PARTNERS OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, CONTENT AND/OR USER INFORMATION, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION PROVIDED AS PART OF OR THROUGH THE SERVICES OR FOR ANY INVESTMENT DECISIONS MADE ON THE BASIS OF SUCH INFORMATION, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL OUR, OUR LICENSORS', SUPPLIER'S, VENDORS', AND PARTNERS' CUMULATIVE LIABILITY TO YOU EXCEED U.S. \$100.

U.S. federal and state securities laws impose liabilities under certain circumstances on persons who act in good faith; nothing herein will constitute a waiver or limitation of any rights which You may have, if any, under any applicable U.S. federal and state securities laws.

11. Indemnification. You agree to defend and indemnify Us and Our officers, directors, employees, Lockwood, our licensors, suppliers, vendors, partners and agents and to hold them harmless from and against any and all claims, liabilities, damages, losses, and expenses, including without limitation reasonable attorney's fees and costs, arising out of or in any way connected with (i) your access to or use of the Services, Content or User Information; (ii) your violation of any of these Terms of Use; (iii) your violation of any third-party right, including without limitation any intellectual property right, property, or privacy right; (iv) any claim that your User Information caused damage to a third-party; or (v) any claim related to your distribution of any Content or User Information.

12. Feedback Your feedback is welcome and encouraged. You may submit feedback by emailing us at kis_service_center@kisinvestments.com. You agree, however, that (i) by submitting unsolicited ideas to Us or any of Our employees or representatives, by any medium, including but not limited to email, written, or oral communication, you automatically forfeit your right to any intellectual property rights in such ideas; and (ii) such unsolicited ideas automatically become Our property. You hereby assign and agree to assign all rights, title, and interest you have in such feedback and ideas to Us together with all intellectual property rights therein. In addition, you warrant that all moral rights in any feedback have been waived, and you do hereby waive any such moral rights.

13. Third Party Beneficiary. You acknowledge and agree that Lockwood and Jemstep, Inc. are third party beneficiaries to these Terms of Use and may enforce these Terms of Use against you as if it were a party to these Terms of Use.

14. General. In the event that any provision in these Terms of Use is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The failure of a party to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision. You may not assign this Agreement (by operation of law or otherwise) without Our prior written consent, and any prohibited assignment will be null and void. We may assign this Agreement or any rights hereunder without your consent. The relationship of the parties under these Terms of Use is that of independent contractors, and these Terms of Use will not be construed to imply that either party is the agent, employee, or a joint venturer with or of the other. These Terms of Use shall be governed by and interpreted in accordance with the laws of the State of California excluding that body of law pertaining to conflict of laws. Any dispute or legal action or proceeding arising under these Terms of Use will be submitted to binding arbitration under the same terms and conditions as are set forth in Your Advisory Agreement. You agree that these Terms of Use and the rules, restrictions, and policies contained herein, and Our enforcement thereof, are not intended to confer and do not confer any rights or remedies on any person other than you and Us and Jemstep, Inc. as provided above. These Terms of Use together with the Our rules and policies, constitute the entire agreement between you and Us with respect to the subject matter hereof. You consent to receive communications from Us electronically. Although We may choose to communicate with you by regular mail, We may also choose to communicate with you by e-mail or by posting notices on the Site. You agree that all agreements, notices, disclosures and other communications that We provide to you electronically satisfy any legal requirement that such communications be in writing. Any notice or other communication to be given hereunder will be in writing and given by (a) Us via email (in each case to the address that you provide), (b) a posting on the Website, or (c) you via email to kis_service_center@kisinvestments.com, by regular mail to Key Investment Services LLC, 4900 Tiedeman Road, Brooklyn, Ohio 44144 or to such other addresses as We may specify in writing. The date of receipt shall be deemed the date on which such notice is transmitted. You agree that any material breach of Section 7 of the Terms of Use will result in irreparable harm to Us for which damages would be an inadequate remedy and, therefore, in addition to its rights and remedies otherwise available at law, We will be entitled to equitable relief, including both a preliminary and permanent injunction, if such a breach occurs. You waive

any requirement for the posting of a bond or other security if We seek such an injunction. A printed version of these Terms of Use and of any notices given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.