

Terms and Conditions

ADVISORS EXCEL, LLC AND AE WEALTH MANAGEMENT, LLC

EVENT AND TRAINING PROGRAM TERMS AND CONDITIONS

By registering to attend or participate in this Event or Training Program (the "Event") provided by Advisors Excel, LLC and/or AE Wealth Management, LLC ("us," "we," or "our"), you ("You") agree to the following terms and conditions. These terms and conditions will govern your participation in the Event. If you do not agree to these terms and conditions you may not participate in the Event.

- 1. Your responsibilities.** By participating in the Event and as a condition of your continued participation, you agree to maintain "fully-on-board" status with us and to submit all business using the methods provided to you in the Event exclusively through us.
- 2. Fees and Contact Information; Consent to Contact.** You agree to pay all fees associated with the Event as set forth in the registration site. Your failure to pay all fees in a timely manner may result in the termination of your participation in the Event. By your registration for the Event, You agree that any contact information you share with us may be shared with third-party providers in connection with services provided during the Event, and you consent to receiving phone calls, e-mails, texts, or any other type of message from us or our contractors related to the Event.
- 3. Ownership of Materials.** We will provide you certain materials as part of your participation in the Event (the "Materials"). We grant you a nonexclusive, royalty-free, and non-sublicenseable right to use the Materials in connection with your sale of insurance and/or investment products through us and other related activities. For the avoidance of doubt, we shall retain all other rights to the Materials for the duration of your participation in the Event and continuing in perpetuity after any termination of the Event or your participation in it. You must cease all use of the Materials and return all Materials to us within 10 business days upon our request.
- 4. Confidentiality.** All information and Materials provided to you as part of your participation in the Event are confidential and are provided to you on the express condition that you take all reasonable steps to maintain the confidentiality of same. In no event shall you use any information provided to you as part of this program for any purpose other than that for which it was provided to you, and you shall not disclose such information to any third party except in the furtherance of your responsibilities under the Event. Your responsibilities under this section shall survive any termination or expiration of the Event indefinitely.
- 5. Disclaimer.** While we strongly believe in the effectiveness of the techniques and methods we will teach you as a participant in the Event, we can make no guarantee or promise to you that these methods or techniques will lead to any increased sales for you. Your sole remedy for the failure to increase your business is to cease your participation in the Event and a refund of certain fees or coaching as set out in these Terms and Conditions. We expressly disclaim any liability to you arising out of a customer or prospective customer's refusal to purchase any insurance or other financial product through you or the withdrawal, surrender or other cancellation of any product purchased through you.
- 6. Compliance.** You are responsible for maintaining compliance with all relevant statutes, regulations, and other legal requirements, including but not limited to all regulations concerning the advertising and sale of insurance and financial products. You understand and agree that the Materials provided have been complied to applicable regulatory standards as interpreted in good faith by us. You understand and agree that any deviation from the material as provided may render the content non-compliant by applicable regulatory standards. You understand and agree that we

shall not be held responsible for any deviation from the material as provided and that You are solely responsible for any consequences of deviation from the material. Further, You understand and agree You are solely responsible for maintenance of compliance standards as required by applicable state and federal law and pursuant to your contractual agreement with us. You understand and agree that failure to adhere to the standards set forth in the applicable laws and contractual agreements may result in disciplinary action being taken against you, including but not limited to censure, termination, or referral to law enforcement or regulatory authorities.

7. **Termination.** We reserve the right to terminate the Event and your participation in the Event at any time and for any reason, which may or may not include your failure to comply with the terms and conditions set out herein. In the event of the termination of the Event or your Participation in same, we will refund you any pre-paid fees for services that were to be provided but were not as a result of the termination.
8. **Indemnification.** You agree to indemnify and hold us harmless for any and all demands, liabilities, costs, and damages (including reasonable costs of investigating claims and threatened claims, and reasonable attorney's fees) we may incur as a result of or arising out of (i) Your negligent, wrongful, fraudulent, or intentional acts or omissions, (ii) your violation of state or federal law, (iii) and your breach of any agreement. To the greatest extent allowable at law, we expressly disclaim and assume no liability, claim, cost or damages to any policyholder or subagent with regard to insurance products submitted by you through us.
9. **Independent Contractor; No Partnership or Agency.** The Parties to this Agreement are independent contractors. Neither Party has authority to act on behalf of the other Party or to bind the other Party to any agreement. Nothing in this Agreement shall be construed or held to make either Party a partner, joint venturer or associate of the other Party in the conduct of its business. Nothing in this Agreement shall require either Party to provide services to the other Party on an exclusive basis and each Party shall be free to provide services to other third parties.
10. **Miscellaneous.** The privileges and obligations evidenced in this agreement are not assignable and are not transferrable by You without Our written permission. The rights and obligations set out herein shall inure to and be binding upon the parties, their agents, officers, heirs, executors, administrators, trustees, receivers, successors, and assigns. This agreement constitutes the entire agreement between You and Us with respect to the subject matter hereof and merges all prior discussions between them as to the subject matter hereof. This Agreement may only be amended or modified in writing signed by both You and Us. No waiver of any provision of this Agreement shall constitute a waiver of any other provisions or of the same provision on another occasion. If for any reason any provision of this agreement is held invalid, illegal, or unenforceable, the validity and effect of the remaining provisions shall not be affected. Any provision held to be invalid, illegal, or unenforceable shall be reformed to the minimum extent necessary so as to render it valid, legal, and enforceable. This agreement shall be governed by the laws of the State of Kansas without regard to its rules concerning choice of law or conflict of laws. Any dispute arising between the Parties shall be submitted first to mediation and, if not resolved thereby, to binding arbitration under the commercial rules of the American Arbitration Association. Any Mediation or arbitration shall take place in Topeka, Kansas. EACH PARTY TO THIS AGREEMENT WAIVES TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING ARISING UNDER, BY REASON OF, OR IN CONNECTION WITH THIS AGREEMENT OR THE ENFORCEMENT OF ANY RIGHT OR OBLIGATION HEREUNDER.