

END-USER LICENSE AGREEMENT (“EULA”)

IMPORTANT: PLEASE READ CAREFULLY THE TERMS OF THIS AGREEMENT. BY USING THE ACCESSFUL PORTAL YOU AGREE TO THE TERMS OF THIS AGREEMENT. YOUR USE OF THE PORTAL AND ANY SERVICES PROVIDED THROUGH THE PORTAL IS EXPRESSLY CONDITIONED ON YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH ANY PART OF THESE TERMS AND CONDITIONS, YOU MUST NOT REGISTER FOR PORTAL ACCESS AND WILL NOT HAVE ACCESS TO THE PORTAL OR ANY SERVICES PROVIDED THEREIN OR YOU MUST DISCONTINUE USE OF THE PORTAL. CONTINUED USE OF THE PORTAL INDICATES YOUR AGREEMENT WITH THIS EULA. THIS EULA IS CONDITIONED UPON AN EXISTING, ACTIVE AGREEMENT BETWEEN YOU AND COMPANY WHEREBY YOU ARE AUTHORIZED TO DISTRIBUTE PRODUCTS OF COMPANY.

This Agreement governs the rights and obligations of National Integrity Life Insurance Company (NILIC) and Integrity Life Insurance Company (ILIC) (“Company” or “Us”) and users of the Portal (“You”) in connection with the use of the Portal (defined as a system, which is accessed by your login information, through the Company website located at www.wsfinancialpartners.com (“Website”)), regardless of the technology You use to access the Portal, and the services available through the Portal. This Agreement supplements any agreement that You have with Us (including but not limited to a selling agreement with Us) and any additional terms, conditions, or disclaimers provided on the Website or the Portal. As to the subject matter contained herein, this Agreement shall be controlling in the event of any conflict with other agreements between You and Company. This Portal is provided to Distribution Partners of Company to permit convenient and secure access to information concerning products sold by You on behalf of Company. **If you are not authorized to sell Company’s products or have terminated Your relationship with Company, You are not authorized to use or access the Portal.**

Registration for Portal Access. Access to the Portal requires registration and creating an account with Us. By registering for an account, You agree that: 1) Your account and password are personal to You and may not be used by anyone else to access the Portal; 2) You will not give access to or do anything which would assist anyone who is not a registered user to gain access to any area of the Portal; 3) You will not create registration accounts for the purpose of abusing the functionality of the Portal or other users; and 4) You will not seek to pass Yourself off as another user on the Portal. The Portal employs multi-factor authentication tools which require entry of Your username, password, and a code for access. The code may be sent via text or phone call as determined by You at registration. You may update Your contact information as necessary due to changes in device, phone number, etc. Company considers anyone who has authenticated using the above-mentioned login details to be an authorized user of the Portal. Company may therefore provide You with data and information without further verification of access. Company assumes that You are in fact the authorized person.

Passwords. You are responsible to maintain the confidentiality of the password You use in association with Your Portal account and are responsible for all activities that occur under Your User Name and Password. You agree to notify the Company immediately of any unauthorized use of Your credentials, unauthorized access to Your Portal account, or any other breach of security, and to ensure that You exit from Your account at the end of each session. Company is not liable for any harm related to the misuse or theft of Your Portal credentials, disclosure of credentials or Your authorization to allow another person or entity to access and use the Portal using Your credentials.

The use of another user’s Portal credentials is strictly prohibited. Credentials may not be shared with Your office personnel. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining strict confidentiality of Your user credentials; (2) not allowing another person to use Your credentials; (3) any changes or damage that may be incurred as a result of Your neglect to maintain the strict confidentiality of Your credentials, and (4) promptly informing Company of any need to deactivate credentials due to security concerns or otherwise. If you suspect that someone else knows Your password or is accessing the Portal using Your credentials, You must take steps to change your password immediately and notify Company by contacting Your sales representative. Our employees will NEVER ask You for Your password, so if You receive any type of e-mail or other communication requesting Your password, You should treat this as suspicious and unauthorized, and contact Us immediately.

Disabling Accounts. If You suspect that an unauthorized person is in possession of Your login details and/or if Your device used for multi-factor authentication is lost or stolen, You must notify the Company by contacting Your sales representative immediately. Company has the right to block access to the Portal fully or partially without prior notification if this Agreement is violated or upon suspicion of misuse by an unauthorized third party. Company disclaims and rejects all liability for loss or damage that may occur in connection with disabling an account. Restoration of Portal access is within Company’s sole discretion.

Data Protection. In accessing the Portal, You acknowledge and agree that You may have access to non-public, personally identifiable information of consumers. Notwithstanding any existing legal or contractual obligations regarding confidentiality between you and Company, You agree to treat all data provided via the Portal as confidential. You shall assure that any data which comes into Your possession through the use of the Portal is not transmitted to any unauthorized person. You are responsible for and You agree to take appropriate measures so as to protect against the misuse and/or unauthorized access to the Portal and all data obtained through the Portal, including unauthorized access through or to Your credentials. Company expects all Portal users to establish and maintain at least the following data security measures: a) restrictions on access to data through both physical security measures as well as technical controls;

b) implementation of anti-virus software to detect malware activity; c) protection of credentials; d) physical access controls to systems and non-public information, including secure data disposal and retention policies; and e) encryption in transit. Additional data security measures may include the following: a) written cybersecurity program with written policies and procedures; b) cybersecurity awareness training; c) evaluation and due diligence of third party service providers who have access to your systems or non-public information; d) encryption of data at rest; e) identity management based on the principle of least privilege; and f) multi-factor authentication. You are responsible for applying good industry practice to ensure that Your information systems are free of any computer virus or other harmful code and adequately maintained. You should take adequate precautions ensuring that (a) only You are able to access the Portal and You comply with all security procedures notified to You from time to time; (b) You do not leave Your computer unsecured while You are connected to the Portal; and (c) You do not access the Portal from an unsecured network.

Monitoring. We reserve the right to log, review, and otherwise examine all access to and use of the Portal as well as any information stored on or passing through Our networks or systems. You authorize Company to record, save, and use all log-in details, logins, transactions and changes made by You on the Portal.

Restrictions on Use of the Portal. All rights not expressly granted to You are reserved by Us. You will not use the Portal or any content therein for any purpose other than as expressly authorized herein. You will use the Portal only in accordance with applicable laws, this Agreement, and any selling agreement between You and Us. You are responsible for employing reasonable information technology related competency, skill and knowledge in using the Portal. You are responsible for any third party service (including but not limited to internet service providers) through which You access the Portal, including compliance with any terms and conditions applicable to and payment of any charges connected with any such service. You will not tamper with or otherwise interfere or attempt to interfere in any manner with the functionality, access to, or proper working of the Portal. You will not use the Portal for purposes which are illegal. You will not interfere with anyone else who is a user of the Portal in their use. You will not remove, obscure, or alter any notice of any logo, trademark, or other intellectual property or proprietary right designation appearing on or contained within the Portal.

You will not disclose any content in the Portal to any third party except as necessary in the furtherance of Your services pursuant to a selling agreement with Us. You will not gather, or attempt to gather or permit any third party to gather or attempt to gather, by any automated means, including but not limited to screen scraping or database scraping, any content or any portion of the content from the Portal, the purpose of which is to obtain data or portions thereof or portions of databases from the Portal, in any manner not expressly authorized hereunder. While using the Portal, You will not impersonate any person or entity or misrepresent Your affiliation with any other person or entity. You will follow all laws regarding transmission of data. You will not obtain or attempt to gain unauthorized access to other computer systems, information, or any services made available on or through the Portal through any means, or obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Portal. Except as permitted by Us, You will not copy, modify, reproduce, delete, distribute, download, store, transmit, sell, re-sell, publish, reverse engineer or create derivative works of any aspect of the Portal. You may not use any content for any other purpose without Our prior written approval. Except as expressly authorized by Us, You may not extract content from the Portal in electronic form and may not create a database in electronic or paper form comprising all or part of the content appearing on the Portal. You will not breach or attempt to breach any security measures of the Portal. You will not access or attempt to access any account or login of any other user or third party listed on the Portal. You will not post or submit any inaccurate, false or incomplete information.

Notice of Unauthorized Access to or Use of Portal Content. You agree to immediately notify Company of any unauthorized use of or access to the Portal or the content contained therein of which You become aware. You shall cooperate with Company in the investigation of such an event and shall take all reasonable action, where appropriate, to immediately remedy any breach, mitigate harm to Company, and prevent any further breach.

No Ownership Rights. Nothing contained in this Agreement shall be construed to grant to You any right in or license to the Portal or the content thereof. The Portal and all content contained therein are and shall remain the property of Company.

Termination of Access. You agree and acknowledge that access to the Portal will be revoked upon termination or expiration of Your appointment with Company. Your license to use the Portal is immediately revoked, without notice from Us, in the event that You breach any provision of this Agreement. Further, You agree that We may terminate this Agreement for any reason at Our sole discretion at any time and that We reserve the right to change, suspend or discontinue all or any aspects of the Portal for any reason at Our sole discretion at any time.

No Support; Portal Availability. Company has no obligation to provide You with any updated, new versions, enhancements, error corrections, or any other modification of the Portal under this Agreement. If Company does so, in its sole and absolute discretion, any such modification shall be considered the "Portal" and subject to the terms of this Agreement. Company will use commercially reasonable efforts to ensure that the Portal is available 24 hours, seven days a week. However, Company makes no representation or warranty that 24 hours service will be available. Planned system maintenance, upgrades, and downtime are scheduled during off-peak hours whenever possible. Company cannot be held liable for loss arising from interruptions or malfunctions. We shall also be entitled,

without any liability to You, to suspend access to any portion or all of the Portal at any time including limitation of download capability, temporarily or permanently, on a system-wide basis: (a) for scheduled downtime to permit Us to conduct maintenance or make modifications to any Portal; (b) in the event of a denial of service attack or other attack on the Portal or other event that We determine, in our sole discretion, may create a risk to the applicable Portal, to You or to any of Our other customers or partners if the Portal access were not suspended; (c) in the event that We determine that any Portal service is prohibited by law; or (d) in Our sole reasonable discretion.

DISCLAIMER OF WARRANTIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PORTAL IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PORTAL IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PORTAL, EITHER EXPRESS, IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF COMPLETENESS, OF QUIET ENJOYMENT, OF TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND OF SECURITY. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE PORTAL, THAT THE FUNCTIONS CONTAINED IN THE PORTAL WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PORTAL WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PORTAL WILL BE CORRECTED, OR THAT THE PORTAL IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY COMPANY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY. NEITHER COMPANY NOR ITS PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, OR REPRESENTATIVES MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PORTAL IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, COMPLETENESS OR OTHERWISE. THE INFORMATION AND DESCRIPTIONS CONTAINED IN THE PORTAL, INCLUDING WITHOUT LIMITATION ANY INSURANCE PRODUCT DESCRIPTIONS, ARE NOT INTENDED TO BE COMPLETE DESCRIPTIONS OF ALL TERMS, EXCLUSIONS AND CONDITIONS, BUT ARE PROVIDED SOLELY FOR GENERAL INFORMATIONAL PURPOSES ONLY. THE INFORMATION CONTAINED IN THE PORTAL IS NOT INTENDED TO BE TAX OR LEGAL ADVICE. COMPANY, ITS EMPLOYEES AND ITS REPRESENTATIVES DO NOT PROVIDE TAX OR LEGAL ADVICE.

Limitation of Liability. Under no circumstances shall Company be liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages that result from, arise out of or otherwise relate to Your use of or inability to use the Portal, or any website linked to the Portal, including but not limited to reliance by You on any information obtained from the Portal that results in mistakes, omissions, interruptions, deletion or corruption of files, viruses, delays in operation or transmission, or any failure of performance, or any loss of profit, loss of goodwill or data, or cost of procurement of substitute goods or services or other intangible loss suffered.

The Portal utilizes industry accepted security systems in an attempt to eliminate unauthorized access to private information. By using the Portal, You expressly agree to not hold Company liable in the event of unauthorized access and subsequent use of Your personal information. If You are a California resident, You waive California Civil Code §1542, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The foregoing Limitation of Liability shall apply in any action, whether in contract, tort or any other claim, even if an authorized representative of Company has been advised of or should have knowledge of the possibility of such damages.

Indemnity. Except where prohibited by applicable law, You agree to defend, indemnify and hold harmless Us and any of Our Affiliates, associates, employees, officers, agents, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Portal; (ii) Your violation of any term of this Agreement; or (iii) Your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive this Agreement and Your use of the Portal.

General. This Agreement constitutes the entire agreement between You and Us regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between You and Us, whether written or oral, regarding such subject matter. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect. The failure by Us to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect Our right to enforce such provision thereafter. All waivers by Us must be in writing to be effective. This Agreement will be

binding upon, and inure to the benefit of the parties and their respective successors and assigns. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Company without restriction. Nothing in this Agreement is intended to or does create any type of joint venture, creditor-debtor, escrow, partnership or any employer/employee or fiduciary or franchise relationship between You and Us (or any of Our Associates). This Agreement shall be construed and enforced according to the laws of the State of Ohio applicable to agreements made and to be performed wholly within the State of Ohio. You agree to submit to the exclusive jurisdiction of the courts located within the State of Ohio, County of Hamilton, to resolve any legal matter arising from these terms and conditions. Notwithstanding this, You agree that Company shall still be entitled to apply for any necessary injunctive remedies in any jurisdiction. **Waiver of Jury Trial.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND FREE FROM DURESS OR COERCION, WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Modification of this Agreement. No modification or attempted modification of this Agreement by You shall be binding on Company unless made in writing and signed by an authorized officer of Company. Company may amend this Agreement in any way at any time upon notice to You. Notice may be delivered to You by electronic mail, posting on the Company website, or by providing You with a modified Agreement via the Portal. Your continued use of the Portal is Your agreement to the terms of any such modifications or amendments.

Last Revision Date. This Agreement was last revised on August 30, 2018