

Product Terms

Last Updated: June 8, 2026

These Product Terms ("**Product Terms**") describe the Services available to Customer through the Agreement based on Customer's service stack selection set forth in the applicable Order Form. The current version of these Product Terms is posted [here](#). Capitalized terms used but not defined herein have the meanings given to them in the TSA or the applicable Order Form.

I. Orion Foundation Services

Selection of the Orion Foundation Services stack and the related pricing set forth in the applicable Order Form will provide Customer with the following basic Services:

- (a) **Client Database Maintenance.** Orion will provide access to one or more databases containing all Client information provided by Customer. Customer's Client information will be updated on a daily basis to reflect all Client transactions affecting the account. To facilitate the maintenance and reconciliation of Client accounts, Customer hereby agrees and authorizes Orion to perform a daily download of confidential Client Data for all Client accounts for the purpose of reviewing Client transactions and daily activity and reconciling the downloaded data to the custodial position files.
- (b) **Reporting.** Customer will have the ability to prepare performance evaluations for its Clients containing its logo. All performance evaluations will be available on the web for viewing in PDF format and Customer will have the ability to download files containing the performance evaluations. Customer will also have the ability to deliver e-statements to its Clients through Orion's Client Portal. Upon Customer's request, Orion can help arrange for its performance evaluations to be printed and mailed through a third-party; however, Customer understands that use of such vendor is at Customer's discretion, that Customer would be responsible for the performance of such vendor, and that Customer would be responsible for any costs associated with using such vendor. Through Orion's Platform, Customer will have a range of custom and turnkey reporting capabilities through Orion's reporting suite to review investment performance for both Clients and the firm. Customer will have the ability to create an unlimited number of custom reports; upon Customer's request, Orion will assist Customer with the creation of one (1) custom report (Orion Advantage Services include assistance in the creation of up to four (4) custom reports). Orion can assist Customer with the creation of additional custom reports beyond the number included with the applicable service stack, subject to the additional service request rates set forth in the TSA.
- (c) **Billing.** Customer can use Orion's Platform to calculate advisory fees, either in advance or in arrears, for its Clients based on its assigned fee schedules. Customer will specify whether billing valuations are based on account values as of the last business day of the period or by an average daily balance. The advisory fee invoice statement may be included as the last page of the quarterly performance evaluations. Customer can also utilize Orion's Bill Generator tool to view individual households and review general information about its bill, such as the initial amount, balance due, and start and end date. Customer can also calculate and prepare

payable reports indicating payments due and owing to representatives, solicitors, broker-dealers, sub-advisers and other service providers based on its assigned fee schedules.

- (d) **Training.** Orion will provide Customer with training materials and/or access to its personnel to understand the proper operation and use of the Orion Platform through its Orion Learning Lab and Support Services. The Orion Learning Lab is Orion's intuitive, learner-driven training application designed to help Customer's users maximize its understanding and efficiency when using the Orion Platform. Within the Orion Learning Lab, Orion has segmented its features into learning trails, each based around a piece of key system functionality. Support is a platform that allows Customer to open new or view existing support cases with Orion's subject matter expert (SME) service teams, contact the SME teams, connect with other customers, participate in forum discussions and access its Orion Learning Lab courses.
- (e) **Client Portal and Mobile Application.** Orion will provide both Customer's representatives and Clients a link from Customer's website for various reports including: client performance statements, current positions, and the value of the managed portfolio. Orion shall also provide a mobile app for such various reports, which shall be available in the Android and iOS mobile app stores.
- (f) **Alternative Investment Platform.** Customer will have the ability to maintain alternative investment data through Orion's Alternative Investment Platform ("AIP"). AIP allows for granular data maintenance as it pertains to private equity, direct investments, venture capital, hedge funds, private real estate, and REITS. Customer can maintain and report on commitment dates, committed capital, contributed capital, unfunded commitment, most recent valuation date, current value, and security specific internal rate of return.
- (g) **Orion Planning.** Customer will be able to utilize the "Orion Planning" financial planning tool provided through the Orion client portal; provided, however, that Customer completes the requisite training for use of the tool. Customer further acknowledges, understands, and agrees that its use of the data aggregation functionality within the Orion Planning tool shall be subject to the additional terms and conditions found at <https://orion.com/download/third-party-data-terms-and-conditions/>, as maintained and updated by Orion from time to time, and incorporated into the Agreement by this reference.

II. Orion Essentials Services

Selection of the Orion Essentials Services stack and the related pricing set forth in the applicable Order Form will provide Customer with the following additional Services beyond the Foundation Services:

- (a) **Trading.** Customer can maintain investment models for managing Clients within their database. Customer can process trades directly through to its custodian(s) through an integration with a third-party connectivity provider, Flyer Financial Technologies ("Flyer"), which includes Orion's integration with Flyer's FIX connections for trades to be submitted to such custodian(s) ("Flyer FIX Functionality"); provided, that Orion shall have the ability to replace the Flyer FIX Functionality with similar functionality provided by a similarly situated

provider following notice to Customer. If Customer elects not to utilize the Flyer FIX Functionality, or if a Flyer FIX connection within the Flyer FIX Functionality is unable to be utilized, Orion will use commercially reasonable efforts to facilitate the creation of a generic trade file in order for Customer to rebalance its Clients associated with its models. Orion's Platform will keep and record trade confirmations via downloads it receives. Trades will be posted as confirmed, pending or rejected. Customer understands and agrees that it is solely responsible for: (i) reviewing, validating, confirming its trades placed through the Platform; and (ii) reconciling its trades following trade placement within a reasonable time period. Orion will facilitate the preparation of trade files, fax sheets, or other reasonably required communication by the various complexes and platforms. Orion's trading platform includes the ability to maintain portfolio level rebalancing that can be used for a single account across multiple accounts within a household. Customer can create models by securities, sub-classes, asset classes, or asset categories and then these models can be rebalanced. Customer can reasonably customize to fit Clients' tax needs by using location optimization and tax sensitivity settings. In addition, Orion will provide Customer with expanded modeling capabilities to allow for core and composite models to be assigned to a single Custodian account, and allow for multiple strategies (each, a "Sleeve") to be managed from the same account.

- (b) ***Business Intelligence - Trends.*** Orion will provide Customer with the ability to utilize Orion's Trends business intelligence solution. Trends is designed to help Customer increase efficiency and encourage the growth of its firm by using its Client Data to find trends based on historical data points maintained in the Orion Platform.
- (c) ***Orion Investment Portal.*** Customer will have the ability to access the Orion Investment Portal, which offers several investment management programs administered by Orion's affiliate, Orion Portfolio Solutions, LLC. These programs include access to investment research and model portfolio allocations of third-party professional portfolio management firms as well as programs designed to offer specific advisory services as part of a separately managed account (SMA) or unified managed account (UMA) offering. The programs offered through the Orion Investment Portal may be subject to additional fees and require agreement to additional terms and conditions before Customer may use such services for its Clients.
- (d) ***Redtail Growth Plan.*** Customer will have access to the Growth Plan customer relationship management ("**CRM**") technology offered through Redtail Technology, Inc. ("**Redtail**"). This access includes the ability to leverage Redtail's client management, multi-user calendaring, account management, and mobile solutions. Customer will additionally have full access to all of the CRM tools available through Redtail, including Redtail IMAGING, a secure document management portal; and Redtail SPEAK, a secure archiving tool to utilize in connection with text messaging. Furthermore, Customers utilizing the Growth Plan will have access to Orion's Suite Sync functionality, enabling Customer to enhance its workflow by integrating key aspects of Customer's business – email history, calendars and contacts. This functionality is available with respect to email providers approved by and compatible with the Suite Sync, as communicated to Customer by Redtail, from time to time. The Redtail Suite Sync is powered by Nylas, Inc., and by using such functionality, Customer understands and agrees to the

sharing of information required by the tool with such provider and/or Customer’s email providers for the purpose of providing the service.

- (e) **Pricing Quote Data – Delayed Quotes.** Orion has entered into an arrangement with Xignite, Inc. to allow Orion, and by extension, Customer, the ability to access certain 15-minute delayed market quotes, including NASDAQ OMX and NYSE delayed quotes (“**Delayed Quotes**”), from exchanges or other sources. Access to the Delayed Quotes will be available to Customer through the Platform for use within Orion’s Trading tools. Customer understands and agrees: (1) there are certain restrictions on the rights of the Delayed Quotes and Customer will not (nor permit any person or entity to) duplicate, further redistribute, disseminate, disclose or provide the Delayed Quotes to any third parties or create any derivative works from the Delayed Quotes; (2) Customer further acknowledges, understands, and agrees that its use of Delayed Quotes within the Platform will be subject to the additional terms and conditions, including, as the case may be, the standard subscription agreements of NASDAQ OMX and/or NYSE and/or other providers found at <https://orion.com/download/third-party-data-terms-and-conditions/>; and (3) Orion shall not be responsible for the accuracy of the Delayed Quotes.

III. Orion Advantage Services

Selection of the Orion Advantage Services stack and the related pricing set forth in the applicable Order Form will provide Customer with Orion’s full suite of technology capabilities, including the following additional Services beyond the Foundation and Essentials Services:

- (a) **Orion Risk Intelligence.** Orion Risk Intelligence provides web-based statistical analysis and multivariate regression to model the relationships between different securities and levers (economic factors) for scenarios modeling, risk profiling, and portfolios stress testing.
- (b) **Orion Compliance.** Orion Compliance provides a centralized platform through a fully integrated suite of compliance and risk management tools that are fully customizable to assist Customer’s compliance team with its various compliance and supervisory obligations, including the oversight modules set forth below, which include (without limitation) the features made available thereunder:

Employee Oversight	Firm Oversight	Client Oversight*
Personal Trading	Testing	Post Trade Compliance of Client Activity (Supervision)
Certifications	Insider Trading	Drift
Forms	Risk Assessment	Preclearance
Gifts & Entertainment	Onboarding	Share Class
Outside Business Activities	Campaigns (Governance & Audit)	Ownership & Large Trader
Whistleblower	Filer	ADV Overview
Library	Library	AUA Overview

Calendar	Calendar	13F Overview
Reports	Reports	Library
APIs	APIs	Reports
SSO	SSO	APIs
		SSO

*Certain Client Oversight features may be dependent on Customer's use and activation of other Orion Advantage Services (e.g., Orion Risk Intelligence) made available to Customer pursuant to the Agreement.

Customer acknowledges, agrees, and understands that while Orion provides the compliance and risk management tools set forth above, Customer retains sole responsibility for its compliance program, compliance management, and compliance obligations.

- IV. **Orion Wealth Management Services.** Access to the Orion Foundation, Essentials, or Advantage Services stacks will include the ability for Customer to access further Orion Wealth Management services provided by affiliates of Orion, which can be elected by Customer. Such Orion Wealth Management services will be subject to separate agreement between such Orion affiliate and Customer, and subject to additional fees set forth therein.