

DPL Financial Partners, LLC

Johnstone Brokerage Services, LLC

Privacy Policy

This Privacy Policy (“**Policy**”) governs certain information (“**Information**”) submitted by individual and entities (“**You**” or “**Users**”) to DPL Financial Partners, LLC (“**DPL**”) and/or its affiliate Johnstone Brokerage Services, LLC (“**Johnstone**”, together with DPL, “**We**” or the “**Company**”), including without limitation (1) any access through and use of any website (“**Sites**”), mobile, or software applications developed, owned, maintained, offered or otherwise distributed by the Company, (2) other services (including Company web-based tools), and products and/or related or linked sites made available by the Company, and/or (3) otherwise submitted to Company by or on behalf of You, including through written submissions such as application or evaluation forms. This Policy provides information about what We do with Information We receive.

Use or access of Company Sites, services, or products provided by the Company constitutes agreement to this Policy. Often, the use of the Information in the manner provided for herein is necessary for the proper operation or functionality of Company Sites, services, and products. If You do not agree to the terms of this Policy, please do not access, browse, or use Company Sites or use Company services or products. If You have already submitted personal Information which You wish to delete, please contact the Company through the contact information provided below. If You choose to visit Company Sites or access or purchase services or products through Company, Your visit, the use of such Information, and any dispute over privacy are subject to this Policy. To the maximum extent permitted by law, You agree that any disputes related to Your Information or this Policy will be governed by the laws of the Commonwealth of Kentucky, and You hereby consent to the exclusive jurisdiction and venue of courts in the Commonwealth of Kentucky in all disputes arising out of or relating to the use of the Site or Company services and products.

I. Personally-Identifiable Information

When You use the Company’s Sites, services, or products, You may send personal information/personally identifiable Information (“**PII**”), which can potentially be used to uniquely identify, contact, or locate You or discover information about You. PII includes, for example, such things as Your: name, address, phone number, e-mail address, social security number, driver’s license, and passport or other identification information as well as, Your financial information, net worth, liabilities, risk tolerance, investment experience, financial needs and strategies, application information, responses to polls, information requests, marketing, and other content which may be placed on Company Sites or submitted to the Company by You from time to time. You can choose not to provide certain PII, but then You might not be able to take advantage of the features offered on the Company Sites or engage in the purchase of products and services, the sale of which is facilitated by Company. In some instances, Company is required by law or the nature of the product or service to collect certain PII, including potentially sensitive information such as Information related to race, health, or familial connections, in connection with the facilitation of the evaluation or purchase of certain products or services.

In connection with Your interactions with the Company, You understand, agree and acknowledge that You may provide or Your PII may be gathered from and shared with Your insurance, annuity, mutual fund and

529 accounts and statements held with third party providers, as well as Your independent investment advisor (“IIA”) and Your financial, legal, and tax representatives, including without limitation:

- Third party mailing and e-mail services so We may communicate with You (including to send you information such as news, product information, or other information that You request).
- Your authorized IIA so they may monitor Your accounts, such as for ongoing suitability and exchange opportunities that may be in Your best interest.
- Your IIA's consolidation and billing software so they may incorporate information about Your third party accounts into Your financial plan.
- Your third party account providers, so We may establish accounts and execute transactions on Your behalf.
- Company registered representatives and agents so that We may identify suitable exchanges when in Your best interest, and
- Company financial service companies, consultants, and auditors, where We deem required or appropriate, in each instance, subject to confidentiality agreements.

You agree to such use of Your PII. You further agree that We may use Your PII for any other purpose(s) for which it was submitted or to which You consent. Those purposes include, without limitation, responding to requests and inquiries from You, providing You information, products, services, and/or functionality that You request, and providing or facilitating the provision of other services and products to You (including by third parties). In some cases, Company may aggregate Your PII, along with other information Company receives, to collect or analyze broad demographic information.

You acknowledge and agree that Company may disclose Your PII to third parties when required to comply with the law, such as subpoenas, court orders, or other legal processes, or in emergency situations to prevent imminent harm. If Company merges with or is acquired by another company or if there is a partial or full sale of Company assets to another company, You acknowledge that Your PII may be transferred to the acquiring company. Company reserves the right to disclose Your PII to third party contractors and vendors that Company retains or contracts with to assist in provisioning Company operations from time to time, including to provide information, products, and services to You.

In some instances, You may submit other Information to Company that may not constitute PII. You understand and recognize that such Information is not typically subject to disclosure restrictions under this Policy but may be subject to other terms and conditions of use. In some instances, information submitted by You may include both PII and non-PII information. You agree that Company may treat such information as non-PII information if Company removes Your PII from such information. Depending on its nature, some information or content You submit may entitle or enable You to receive offers or contract information from third parties with whom Company has relationships. By submitting such Information, You agree to allow Company to pass that information to third parties with whom You may wish to do business so that they may contact or communicate with You.

We do not market to or knowingly collect PII directly from children under 13 years of age. Company Sites, and the services and products offered by or through Company are not designed for direct use by children under 13 years of age (unless purchased indirectly by an adult on behalf of a child). Company does not solicit sales for products or services collect or maintain PII on Company Sites. We may maintain age restrictions that limit the use of products and services. You agree to assist Company's efforts by not making the Company Site available to individuals who do not meet the required age thresholds.

II. Non-Personal Information

The Company Site, services, and products, and in particular the server on which they are hosted, may automatically collect general data from visitors. General information collected may include, without limitation: domain name, IP address, duration of the visit, computer and connection information, the referring site and the site visited next, the order of pages viewed, the features used on the Site, page response times, download errors, page interaction information, information inserted in Site searches, and other information that does not allow the identification of an individual user. Similar or analogous information may be collected in connection with the provision or purchase of services and products or through the collection of information from online surveys in which You may choose to participate. We reserve the right to use general information to analyze trends, for administrative purposes, to track users' movement, and to gather information for aggregate use. In some cases, We may use analytical tools provided by third parties for such purposes. You acknowledge and agree that We may freely share that aggregated information that does not reveal Your PII.

In some cases, You may be able to access or communicate with other users of the Company Site and/or post public information using message boards and other similar features. You acknowledge and agree that We undertake no obligation to protect any Information, including PII, that you may choose to disclose in such public forums and that any such disclosed Information, including PII, may be seen, collected, and used by third parties.

Company Sites may use “cookies” and similar technology to obtain information about Your visits to Company Sites and/or Your use of or access to certain products and services. A “cookie” is a text file that a user's web browser places on a user's computer's hard drive to assign an identification code to the computer and to collect and store information. Certain cookies enable tracking of Site activities, including areas in which the viewer showed interest, helping Company to improve the quality and usefulness of Company Sites. Cookies may be either persistent (in which case they may remain resident on the computer You use to access the Company Site) or session-related (in which case, the cookie is stored only temporarily). In some cases, We may allow third parties to display information or advertisements on the Company Site. Some third parties may also utilize cookies (for example, to recognize Your computer if they show you an online advertisement or to compile information about where You viewed their information or advertisements). We do not have access to the cookies that may be placed by these third parties. Some software and browsers prevent the use of cookies – please be aware that such blocking may make some of the features of Company Site, services, and products unavailable to You. If You wish to remove cookies from Your computer, You can check Your hard drive for cookie files.

III. Use of Your PII

Company acknowledges that Your interest in protecting Your PII. Company supports that protection through the following measures:

- Company agrees never to sell Your PII.
- Company agrees not to provide Your PII (including Your e-mail address and phone number) to mailing list vendors or solicitors for any purpose without Your consent.

- Company restricts the access to Your PII to those employees, affiliates, agents, and third parties who need to know specific information to effectively deliver the information, products, and/or services to You request or that We have agreed to provide.
- Company enters into confidentiality agreements with unaffiliated third parties that require access to your personal and financial information.
- Company utilizes and maintains security processes to protect Your PII.

IV. Additional Information

A. Sites. Use of the Company Site is governed by the Website Terms and Conditions. Those Terms and Conditions (including limitations of liability) are incorporated into this Policy by reference. In some instances, You may be able to access other Sites through the Company Site, or through certain services and products provided by Company. If You go to another website, You may be authorizing a third party, including an advertising company, to use information You supply. Company is not responsible for the collection, use, or disclosure of information (including, without limitation, PII) obtained by other websites, and We expressly disclaim any and all liability related to such collection, use, or disclosure.

B. Certain Waivers. To the greatest extent permitted by law, by using or accessing the Company Site, You expressly acknowledge and agree to the limitations of liability terms contained in the Terms and Conditions of use for the Company Site, as well as the following:

- 1) You expressly and irrevocably waive the right to participate in any class action lawsuit or other actions pertaining or related to Your use of the Company Site, including, without limitation, Your input of Information into the Site or any search functionality contained in the Site.
- 2) You acknowledge and agree that Information submitted to the Company is done with the expectation that such Information may be accessed, recorded, and disclosed. You expressly agree that Company's use of Information proactively submitted by You to the Site for the purpose of Site analytics, tracking, and operation (including without limitation the sharing of such Site use information with third parties) does not constitute a breach of any privacy right You may enjoy or contravene any law or regulation pertaining to eavesdropping, invasion of privacy, or unauthorized access to communications. Without limiting the foregoing, to the greatest extent permitted by law, You agree to waive any and all rights of action under the California Privacy Protection Act ("CIPA") and other analogous laws with respect to Information submitted to the Company Site.

C. Third Party Materials. In some instances, certain services and products may utilize, reference, or in some way involve or incorporate information, services, or products of a third party. In such instances, the privacy policies of such third parties may also be applicable to You.

D. Security. Company uses reasonable processes and safeguards (including encryption, firewalls, and transport layer security) to help protect the integrity of PII and other Information obtained from You and to help prevent unauthorized access, destruction, or improper use. However, We cannot control the Information You send over public networks or third-party networks, and no electronic transmission can be fully secure or error-free. We cannot guarantee Your security. Your account is protected by Your account password. You are responsible for protecting Your password and logging out of Your account

after each use. You understand, agree, and accept that although the Company endeavors to protect your PII, Company does not guarantee the complete security of Your PII or other Information.

E. Legal Obligations. We reserve the right to comply with applicable law. In some cases, We may disclose Your PII if required to do so by law or in the good faith belief that such action is necessary to (a) comply with a legal obligation, (b) at the direction or request of governmental authorities or other third parties conducting an investigation (including the Financial Industry Regulatory Authority (“FINRA”), the United States Securities and Exchange Commission (“SEC”), and/or other applicable Federal or state regulatory authorities) (c) to detect and protect against fraud, or any technical or security vulnerabilities, (d) to respond to an emergency, (e) act in urgent circumstances to protect the personal safety of users of the Company Site or the public, (f) protect against legal liability, (g) or otherwise to protect the rights, property, safety, or security of our business, third parties, visitors to our websites, or the public.

F. Administration. From time to time, We may engage third parties to perform certain business-related functions such as assisting us to maintain Information, host services, and process payments. Such activities may require that the third-party access Information in order to perform their specific function. We may also share Information with our affiliates that assist in the management and administration of Company business.

G. International Use. Information that is submitted to Company will be collected, processed, stored, disclosed, and disposed of in accordance with applicable U.S. law and this Policy. If You are a non-U.S. user, Your PII may be stored on servers located outside Your resident jurisdiction, and U.S. law may not provide the degree of protection or the same kinds of protection for Your PII that is or may be available in other countries. By providing Company with Your PII, You acknowledge that You have read this Policy, understand it, agree to its terms, and consent to the transfer of such Information outside Your resident jurisdiction and that the protection available with respect to that Information will be solely that accorded by U.S. law.

H. Amendments and Modifications. Company reserves the right to amend or modify this Policy periodically at Company’s sole discretion and without notice. Any amendments, modifications, or changes made to this Policy will be considered effective immediately after the revised Policy is posted on the Site. To view the most recent version of this Policy, click on Privacy Policy. The Policy was last revised on the date set forth below and became effective that day. Please check back periodically to review any changes to this Policy.

I. State Privacy Law Rights. You may be entitled to additional privacy rights under the laws of the state in which you reside. For example, the California Consumer Privacy Act (“CCPA”), as amended, provides certain additional privacy rights to California residents and California consumers. State-specific rights vary by state, and the application of those requirements may depend upon the manner in which You interact with Company (including interacting with the Company Site, sending written correspondence, calling Company telephone lines, submitting application and other documentation to the Company, etc.) and the information, products, and services with respect to which You choose to interact. General information about the types of Information collected is set forth above in this Policy. Generally, however, You may be entitled to some or all of the following rights under the laws of the state in which you reside:

- **Right to Access/Know:** the right to know what PII We have collected from You and/or to access that PII, including categories of PII, categories of sources from which the PII is collected, the business or commercial purposes for collecting, selling, or sharing personal information, the

categories of third parties to whom Company discloses PII, and the specific pieces of PII that Company has collected about You.

- Right to Delete: the right to delete PII that Company has collected from the consumer, subject to certain exceptions (including where retaining the PII is necessary or has been agreed to in connection with Your transactions or compliance with legal obligations).
- Right to Correct: the right to correct inaccurate PII that Company maintains about You.
- Right to Opt Out: the right to opt out of the sale of Your PII. (As stated above, Company does not sell PII to other businesses or third parties for monetary or other valuable considerations).
- Right to Limit Use: the right to limit the use of Your PII to certain purposes (such as providing You products and services that You have requested).
- Right to Non-Discrimination: the right not to receive discriminatory treatment for exercising Your data privacy rights.

J. Opt-Out Rights. Except where reasonably required by law, in addition to rights granted by Federal or state law, You may opt-out of instance where Company pay provide PII to third parties not otherwise required to service your account or the services and products You purchase.

To exercise Your rights or if You have questions, please contact the Company at: service@dplfp.com.

In accordance with the foregoing, We will not discriminate against You for exercising Your rights. In certain circumstances, however, in order to respond to Your request(s), We may need to undertake certain administrative procedures (such as verifying Your identity) before We can complete the processing of Your request.

V. Contact Information

Questions or inquiries about this Policy and/or Company's use of Information may be directed to:

Service Department
DPL Financial Partners
1906 Stanley Gault Parkway
Louisville, KY 40223