

TERMS AND USE AGREEMENT

This Terms and Use Agreement (this "User Agreement") is an agreement between you ("User") and Broadridge. For purposes of this User Agreement, "Broadridge" shall mean Broadridge Investor Communication Solutions, Inc., Investigo Corporation, or Emerald Connect, LLC. as applicable. "Broadridge Services" shall mean any of the web-based applications that are selected when registering for Broadridge Services known as Forefield® Advisor, Forefield® Newsletters, Forefield® Seminars, Forefield® Continuing Education, Forefield® E-cards, Forefield® Websites (collectively, the "Forefield Services"), Emerald Websites, Emerald Sponsored Name Placement, Emerald Local Business Listings, or Emerald Focus On Seminars, or Investigo Platform Services ("Investigo Services"), and related resources and services, as applicable. A "User" under this User Agreement, is one individually licensed financial advisor. Please read and understand this User Agreement.

1. GRANT OF LICENSE

Subject to the terms of this User Agreement, Broadridge hereby grants to User a non-transferable, nonexclusive, limited license to use the Broadridge Services, for the term of this User Agreement, beginning on the License Effective Date (as defined herein) in connection with providing financial advisory services to User's Clients (which term "Clients," as used in this User Agreement, shall mean individuals or entities to whom the User provides financial services, assistance, and/or advice regarding their own financial situation, which individuals are not employees or independent contractors of the User or the User's employer). This User Agreement does not grant User any title or right of ownership in the Broadridge Services.

2. TERM

The terms of this User Agreement shall become effective when User affirmatively accepts this User Agreement, and/or has made payment for said services, and/or is in receipt of an email of this document, and shall continue in effect until terminated as provided in Section 6.2 below. Upon termination of this User Agreement, the license granted by Broadridge to User hereunder shall immediately terminate. User shall cease using Broadridge Services and content provided as part of these services, immediately upon the termination of this User Agreement.

3. HARDWARE AND THIRD PARTY SOFTWARE AND SERVICES

The User has the sole responsibility to obtain and properly configure appropriate hardware and software necessary to use the Broadridge Services, and to obtain a connection to the Broadridge Services over the Internet.

3.1 LIMITED LICENSE TO THIRD PARTY DATA, SOFTWARE OR SERVICES

Broadridge also receives data or software in support of certain available Website Services from certain third-party providers, and also uses certain third-party providers in connection with WES (each, a "Third-Party Provider"). Broadridge's Third-Party Providers are the owners or authorized licensees of all software, hardware and related documentation and services used in connection with their provision of services to Broadridge, and Subscriber acquires no rights in such Third-Party Provider software, hardware, documentation and/or services. Subscriber's license to access Third-Party Providers' data, software, hardware and services is nonexclusive, nontransferable, not sub licensable, and otherwise limited as set forth in this agreement.

Subscriber agrees to the following terms and conditions applicable to Third-Party Providers:

1. (a) Neither Emerald, Third-Party Providers, their affiliates nor any third-party licensor shall have any liability for the accuracy or completeness of the information, data, software, or services furnished by Third-Party Providers ("Provider Services") through the Website Services, or for delays, interruptions or omissions therein nor for any lost profits, indirect, special or consequential damages;
2. (b) Emerald, Third-Party Providers, their affiliates or third-party licensors, as applicable, have exclusive proprietary rights in any information, data and software received and/or used;
3. (c) Subscriber shall not use or permit anyone to use the information, data or software provided through the Website Services by any Third-Party Provider for any unlawful or unauthorized purpose;
4. (d) Subscriber is not authorized or permitted to furnish such information, data or software provided by any Third-Party Provider to any person or firm for reuse or retransmission without prior written approval of the source of such information, data or software;

5. (e) Where applicable, Subscriber shall make application to and receive written approval for receipt of the Provider Services from each and every source of such Provider Services (each, a "Source") prior to commencing receipt of the Provider Services and Subscriber agrees to comply with any conditions, restrictions or limitations imposed by any of the Sources, including paying all such fees or charges as such Sources may impose either directly or through Provider or Emerald.

Access to the Provider Services is subject to termination in the event that any agreement between Emerald and its Third-Party Provider is terminated in accordance with its terms and that the Sources may have the right to terminate provision of the Provider Services to Subscriber with or without notice; and that neither any such Source, Third-Party Provider nor Emerald shall have any liability in connection therewith.

3.2 RESTRICTIONS ON ACCESS TO BROADRIDGE SOFTWARE AND HARDWARE

Broadridge provides its Subscribers access to its software facilities resident on its servers solely to permit formatting and loading of Subscriber's information and data content to the Subscriber's products, as well as access to other administrative tools and reports available from time to time through our user APIs. Broadridge restricts the use of these software facilities to the authorized user of the User ID and Password that Broadridge provides to Subscriber. Such access license is further limited to the term for which Subscriber has paid Broadridge; once Subscriber's subscription has terminated and/or lapsed, Subscriber will not be provided further access and his her User ID will be disabled.

3.3 SECOND-LEVEL DOMAIN NAMES

At Subscriber's request, Broadridge may acquire or transfer an Internet Second-Level Domain Name ("SLD") from the US InterNIC or successor registrar on Subscriber's behalf. Such a request by Subscriber, and/or Subscriber's acceptance or use of the SLD obtained or transferred by Broadridge, shall constitute Subscriber's waiver of any and all claims that Subscriber may have or later acquire against Emerald for loss, damage, or expense arising out of or relating to the acquisition, registration, transfer, and/or use of such SLD. All costs of Emerald in obtaining or maintaining an SLD for Subscriber shall be immediately reimbursed to Emerald upon invoice from Emerald.

Subscriber may also elect to use subdomain names, which are registered by U.S. InterNIC to Emerald, and that Emerald has provided to Subscriber on a nonexclusive basis (i.e., www.yourcompanyname.pfyfn.com). Broadridge reserves the right at its sole discretion to deny Subscriber the use of these subdomains at any time and for any reason. Use by Subscriber of these subdomains shall constitute Subscriber's waiver of any and all claims, which Subscriber may have or later acquire against Emerald for loss, damage, or expense arising out of or relating to Subscriber's use of such subdomain names.

The subdomain names will remain the property of Broadridge both during and after the Term. U.S. InterNIC or successor registrar imposes certain fees for registering and maintaining domain names. Emerald will assume the administrative responsibilities for unique domain registration

3.4 FINRA, REGULATORY AND OTHER COMPLIANCE

As a standard practice, Emerald submits its proprietary educational materials to the FINRA for review. All revisions to Broadridge provided materials requested by the FINRA are included in Website content. In the event that Subscriber requests compliance changes beyond those required by FINRA review, Broadridge may, for a fee based on time and materials used, produce a revision for Subscriber that will be integrated into Subscriber's corresponding Website content.

For all portions of the Website that are customizable, for any additions or modifications made to a Website by Subscriber, or for the content of any advertisement or business listing, Broadridge neither assumes nor bears responsibility for regulatory suitability of same and makes no such warranty. Subscriber is responsible for securing required broker-dealer or investment advisor compliance and, if applicable, regulatory approval for all content on his or her Website, advertisement or business listing.

3.5 OTHER LIMITATIONS ON USE OF THE EMERALD WEBSITE SERVICES

Emerald Website Services are a powerful and easy way to publish and market a professional website. However, Subscriber should be aware that there are certain activities that are expressly forbidden.

Subscribers may not use the Website Services for any criminal or illegal activities, or posting any information that is obscene, pornographic, or of a sexually explicit or graphic nature which violates any local, state, or federal law, regulation, or the like, or

which might otherwise be legally actionable. Subscribers may not abuse the Internet by using Website Services for spamming, flaming, or other similar activities, nor may they introduce Trojan horses and viruses on the Internet. Emerald reserves the right to determine what constitutes abuse in this regard.

Subscribers may not use the Website Services to post defamatory, scandalous, or private information about people without their consent; intentionally inflict emotional distress; or violate trademarks, copyrights, or other intellectual property rights. Subscribers must comply with all applicable laws, regulations, and conventions, including those related to data privacy, international communications, and exportation of technical or personal data. Subscribers shall acquire permissions if they use the Website Services to receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual property laws, including copyright and patent laws, and they shall not delete or alter author attributes or copyright notices, unless expressly permitted in writing by the author.

Subscribers may not misuse the Website Services system resources, including but not limited to employing posts or programs that consume excessive CPU time or storage space; or permit use of mail services, mail forwarding capabilities, POP accounts, or autoresponders other than for the Subscriber's own account; or allow resale of access to CGI script-based tools installed on Emerald's servers.

4. INTELLECTUAL PROPERTY RIGHTS AND RESTRICTED USE

4.1 BROADRIDGE RIGHTS

User acknowledges that as between User and Broadridge, Broadridge is the sole owner of the Broadridge Services and, except as expressly permitted herein, has the sole right to grant licenses to Broadridge Services. User acknowledges that the Broadridge Services constitute valuable confidential information and trade secrets, proprietary to Broadridge. User acknowledges that the Broadridge Services, as well as proprietary rights in and appurtenant to the Broadridge Services, including without limitation to copyright, patent, and trade secret rights, are and shall remain the sole property of Broadridge. User shall have only the limited use rights specifically granted by this User Agreement. Any rights not expressly granted in this User Agreement are expressly reserved.

4.2 COPYRIGHT AND OTHER INFORMATION

User shall display all Broadridge's or other party's copyright, trademark, and other proprietary notices and disclaimers provided in the Broadridge Services including on all copies or extracts, as applicable. User shall not alter, remove, or conceal any copyright, trademark, or other proprietary notice or disclaimer.

4.3 EMERALD WEBSITE - COPYRIGHT AND LIMITATION ON USE OF COPYRIGHTED MATERIALS

All content available through the Emerald Website is the property of Emerald or its licensors and is protected by copyright and other intellectual property laws. Content includes, for example, research and newsletter articles, calculators, and other items displayed on the site. Subscriber agrees not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through Emerald to anyone, including but not limited to others in the same company or organization, without the express prior written consent of Emerald, with this one exception: Subscriber may, on an occasional and irregular basis, disseminate an insignificant portion of content from Emerald, without charge, and transmitted in non-electronic form, to a limited number of individuals, provided Subscriber includes all copyright and other proprietary rights notices with such portion of the content in the same form in which the notices appear in the Emerald Website content, original source attribution, and the phrase "Used with permission from Emerald." You may not post any content from Emerald to newsgroups, mail lists, or electronic bulletin boards without the prior written consent of Emerald.

All graphic designs, style templates, icons, HTML code, and other graphic elements are the exclusive property of Emerald or its respective copyright holders. Re-use of these copyrighted elements for any purpose other than their exclusive use on and within the Emerald Web site is expressly forbidden.

4.3.1 NO DECOMPILATION OR MODIFICATION

User shall not modify copy, translate, or otherwise prepare derivative works, reverse engineer, disassemble, de-compile or recreate, any of the Broadridge Services or portion thereof.

4.4 NO TRANSFER

User shall not, in whole or in part, rent, lease, sublicense, sell, assign, or otherwise transfer the Broadridge Services, any component or portion thereof or any document produced there from.

4.5 CONFIDENTIALITY

Except as expressly provided in Section 1 of this User Agreement, User shall not use, give permission in connection with the use of, copy, disclose, or make available, directly or indirectly, all or any portion of the Broadridge Services or related documentation to any person.

4.6 EXPORT REGULATIONS

User agrees that User will comply at all times with, and will not take any action which will cause Broadridge to fail to comply at all times with, all relevant export laws and regulations of the United States and/or any other applicable jurisdiction, to assure that the Broadridge Services are not exported or re-exported, directly or indirectly, in violation of United States law or the law of any other applicable jurisdiction.

4.7 SECURITY

User agrees that the Broadridge Services are intended for the sole use of the User. User is responsible for maintaining the security and confidentiality of User's password. User shall not share the user password with anyone. If you know or suspect that any password has been compromised, you should change your password immediately and contact customer support. In order to protect User and User's information, Broadridge may temporarily or permanently (as necessary) suspend your use of the Broadridge Services, without notice, pending an investigation, if any breach of security has occurred or is suspected. The security of information transmitted through the internet can never be guaranteed. Broadridge hereby disclaims all liability for any interception or interruption of any communications through the internet.

4.8 PRIVACY AND TRANSMISSION OF PERSONAL DATA

Protecting the privacy of our Users is important to Broadridge. The Broadridge Web Site Privacy Statement describes how Broadridge uses and protects information you provide to Broadridge in using the Broadridge Services. User acknowledges and agrees that by providing Broadridge with any personal information through the use of the Broadridge Services, you consent to the transmission of such personal user information over international borders as necessary for processing data or providing services in accordance with Broadridge's standard business practices and the Broadridge Web Site Privacy Statement.

4.9 MONITORING OF USE

Broadridge shall have the right, on a routine and ongoing basis, to monitor the use of the Broadridge Services for the User's compliance with the terms set forth in this User Agreement.

5. PAYMENT

5.1

PRICES AND PLANS

The specified Plan(s) for all Services to be provided to Subscriber shall be established between Broadridge and Subscriber at the time of Subscriber's initial order, or as subsequently modified when Subscriber places a new order of additional services. The terms of such Plan(s) are incorporated by reference into this Agreement. Broadridge reserves the right to reject an order, or to modify the Terms of Service and change pricing or services at any time.

5.2

PAYMENT TERMS

Users who subscribe to Broadridge Services have paid or shall pay for the license and access to Broadridge Services, and/or the provision of any services provided by Broadridge, or such other fees as are mutually agreed upon by the parties for such license,

access and/or services. If Broadridge invoices for any charges for Broadridge Services, User shall pay such invoice in full within thirty (30) days of the date of the applicable invoice. The charges for Broadridge Services are exclusive of any and all taxes, levies, duties, import and export charges, or any other form of taxation properly chargeable with respect to this User Agreement. Any taxes, levies, duties, import and export charges, and fees due pursuant to other forms of taxation will be the responsibility of User.

6. TERMINATION / RENEWAL

6.1 LIMITED LICENSE TO BROADRIDGE PROPERTY

If any fee to be paid by User for the rights and license granted herein is past due, Broadridge may terminate this User Agreement and the license granted hereunder without prior notice. Broadridge in its sole and absolute discretion, without prior notice, may terminate this User Agreement and the license granted hereunder if User shall fail to comply with any obligation under this User Agreement or any other agreement between such User and Broadridge, or any Broadridge affiliate, including without limitation, a breach of any restrictions on the use of Broadridge Services or any other intellectual property licensed to User, any other infringement of the intellectual property rights of Broadridge, or any Broadridge affiliate, or if any representation of User shall be inaccurate, or if any warranty of User shall be breached. If User in any way infringes the intellectual property rights of Broadridge, or any Broadridge affiliate, Broadridge, or such affiliate, may also, in its sole and absolute discretion, without prior notice, terminate any other agreement between User and Broadridge, or such affiliate.

6.2

Except as otherwise permitted herein, or as otherwise agreed in writing between the parties, including as part of your online registration process, the Broadridge Services are licensed on an annual or monthly basis and are automatically renewed at the end of such term. Broadridge may increase fees on a renewal term by providing User with 60 days advance notice of the new fees by e-mail. If no such notice is sent to User, the User Agreement shall renew at the then current annual rate. User may terminate this User Agreement on 30 days' notice prior to the end of the then existing annual term, effective at the end of the current term by emailing forefieldsupport@broadridge.com or calling Customer Support at (800) 550-6831 and indicating its desire to do so.

6.2 EARLY TERMINATION OF SERVICES

Suspension or termination of services does not relieve Subscriber from paying past-due and ongoing charges. A WRITTEN REQUEST TO TERMINATE SUBSCRIBER'S SERVICE RELIEVES SUBSCRIBER ONLY OF SUBSCRIBER'S OBLIGATION TO PAY FUTURE ACCOUNT CHARGES; IT DOES NOT RELIEVE SUBSCRIBER OF PAST OBLIGATIONS AND CHARGES.

6.3 ADDITIONAL FEES FOR SUBSCRIBER DEFAULT

In the event of Subscriber's default under this Agreement, Subscriber agrees to pay Broadridge's reasonable expenses, including all attorneys' fees and costs of collection, incurred to enforce its rights hereunder.

6.4 ADDITIONAL INFORMATION

In addition, Broadridge may terminate this User Agreement, with or without cause, at any time on 30 days prior notice. If such termination is without cause, a pro-rated refund of the subscription fee will be paid to User. All obligations relating to non-use and nondisclosure and any other applicable provisions, shall survive termination of this User Agreement.

7. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

USER EXPRESSLY AGREES THAT THE USE OF BROADRIDGE SERVICES IS AT USER'S SOLE RISK. USER ACKNOWLEDGES AND ASSUMES THE ENTIRE RESPONSIBILITY OR LIABILITY FOR USER'S SELECTION OF THE SERVICES OR FOR THE INSTALLATION, USE, AND RESULTS OBTAINED FROM THE SERVICES PURSUANT TO THIS AGREEMENT. BROADRIDGE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR USER'S USE, WITHOUT WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF OPERABILITY, OF CONFORMANCE TO PUBLISHED SPECIFICATIONS, NON-INFRINGEMENT, AND TITLE OR OF MERCHANTABILITY. BROADRIDGE DOES NOT GUARANTEE THAT BROADRIDGE SERVICES WILL BE AVAILABLE FOR USE AT THE TIMES OR LOCATIONS OF USER'S CHOOSING. THE ENTIRE LIABILITY OF BROADRIDGE AND USER'S EXCLUSIVE REMEDY WITH RESPECT TO THE USE OF BROADRIDGE SERVICES SHALL BE THE RECOVERY OF DIRECT DAMAGES, IN AN AMOUNT NOT TO EXCEED THE AMOUNT OF ANY FEE PAID FOR THE MATERIAL OR SERVICE CAUSING SUCH DAMAGE DURING THE PRIOR TWELVE MONTH PERIOD. IN NO CASE SHALL BROADRIDGE BE LIABLE FOR

LOST OR CORRUPTED DATA, LOST PROFITS, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION ARISING FROM THE USE BY USER OF BROADRIDGE SERVICES, FOR ANY OTHER CLAIM RELATED IN ANY WAY TO USER'S USE OF BROADRIDGE SERVICES, OR ARISING FROM ANY OTHER MATTER RELATING TO THIS USER AGREEMENT, EVEN IF BROADRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE WARRANTIES SHALL BE EXCLUDED AND THE LIABILITY OF BROADRIDGE SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

BROADRIDGE DOES NOT GUARANTEE NOR SHALL IT BE LIABLE TO SUBSCRIBER OR TO ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES OF ANY KIND (ACTUAL, CONSEQUENTIAL, SPECIAL, OR ANY OTHER) THAT ARISE FROM ANY LACK OF RESULTS FROM THE BROADRIDGE PROVIDED SERVICES, INCLUDING THAT SUBSCRIBER'S ADVERTISEMENT(S) AND/OR ITS BUSINESS LISTING(S) WILL BE DISPLAYED OR RETRIEVED WHEN SUBSCRIBER'S NAME OR ANY RELATED SEARCH INFORMATION IS ENTERED INTO ANY SEARCH ENGINE OR THAT ANY INTERNET TRAFFIC WILL BE DIRECTED TO SUBSCRIBER'S WEBSITE. EMERALD DOES NOT GUARANTEE TIMELY OR ACCURATE PUBLICATION OF SUBSCRIBER'S ADVERTISEMENT(S) AND/OR ITS BUSINESS LISTING(S) OR MODIFICATIONS THERETO, OR THAT SUCH BUSINESS LISTING(S) OR ADVERTISEMENT(S) WILL BE REMOVED FROM ANY INTERNET SEARCH ENGINE OR LOCAL SEARCH PLATFORM IN THE EVENT THIS AGREEMENT TERMINATES OR SUBSCRIBER CANCELS ITS WES SUBSCRIPTION. IN ADDITION TO THE TERMS SET FORTH ABOVE, NEITHER EMERALD NOR ITS AFFILIATES, THIRD-PARTY PROVIDERS SHALL BE LIABLE, REGARDLESS OF THE CAUSE OR DURATION, FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN, OR UNTIMELINESS OR UNAUTHENTICITY OF, THE INFORMATION CONTAINED WITHIN THE WEBSITE SERVICES, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM. EMERALD SHALL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY CLAIMS OR LOSSES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO SUBSCRIBER'S OR ITS CLIENTS' USE OF THE WEBSITE SERVICES. PRIOR TO THE EXECUTION OF A STOCK TRADE, SUBSCRIBERS AND ITS CLIENTS ARE ADVISED TO CONSULT WITH SUBSCRIBER'S BROKER-DEALER OR CLEARING BROKER TO VERIFY PRICING OR OTHER INFORMATION. EMERALD, ITS AFFILIATES, AND ITS THIRD-PARTY PROVIDERS SHALL HAVE NO LIABILITY FOR INVESTMENT DECISIONS MADE BY SUBSCRIBER OR ITS CLIENTS BASED ON ANY INFORMATION PROVIDED IN OR THROUGH THE WEBSITE SERVICES. NEITHER EMERALD NOR ITS AFFILIATES OR THIRD-PARTY PROVIDERS WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY, OR COMPLETENESS OF THIS INFORMATION; GIVE TAX OR INVESTMENT ADVICE; OR ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT. EMERALD MAKES NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE WEBSITE SERVICES BY SUBSCRIBER, ITS CLIENTS, PROSPECTS OR OTHERS.

8. REPRESENTATIONS AND INDEMNIFICATION

8.1 Representations and Warranties of User

User represents and warrants to Broadridge that User is a qualified financial professional and that User has all required licenses to use the Broadridge Services, and that User's use of Broadridge Services will be represented accurately and used in compliance with all applicable laws and regulations.

8.3 Indemnification

User shall defend, indemnify, and hold harmless Broadridge, and Broadridge's employees, officers, directors, shareholders, affiliates, and agents, from and against any and all claims, suits, loss, damages, cost or expense (including without limitation attorneys' fees) resulting from any breach or alleged breach of any covenant, representation, or warranty in this User Agreement or relating or arising in any way out of any services alleged to have been rendered or not rendered by or on behalf of User to any third party.

Subscriber agrees to defend, indemnify, and hold Broadridge harmless from and against any and all claims and liabilities arising from (a) any loss, damage, or injury to persons or property caused by any item sold or advertised in connection with Subscriber's use of or publication of information and data through the Broadridge Services; (b) any claim that any item sold or advertised by, through or in connection with Subscriber's use of or publication of information and data through the Broadridge Services does not comply with all local and international consumer, data privacy, investment-related, safety and/or labeling requirements, or any other relevant local and international laws, treaties, regulations, ordinances, and the like; (c) any defamatory, libelous or illegal, or allegedly defamatory, libelous, or illegal material contained within Subscriber's content published through the Website Services; (d) any material provided by Subscriber infringing or allegedly infringing on the proprietary rights (including but not limited to intellectual property rights, privacy, or similar rights) of a third party; (e) any third-party claim arising out of a third-party's access or use of Subscriber's information, data, content, advertisement(s) and/or business listing(s); (f) any claim by Subscriber that Subscriber's data was compromised because of a failure to provide adequate security; (g) invoicing and collection of any fees which Subscriber charges to users of the Internet that access Subscriber's Website, advertisement(s) and/or business listing(s); (h) paying all taxes of any nature

that become due with regard to Broadridge's services provided hereunder, except for taxes on Broadridge's income, irrespective of which party may be responsible for reporting or collecting such taxes; (i) ensuring that Subscriber's Website, advertisement(s) and/or business listing(s) do not contain any data or information that violates any law or regulation; (j) Subscriber's content of its Website, its advertisement(s) and/or business listing(s), including but not limited to the accuracy and availability of the information and data therein; (k) assessing and maintaining the security of Subscriber's password(s) and User ID(s); and (l) providing assistance to those who access Subscriber's information and data content on Subscriber's website. If any action or proceeding is brought against Emerald by reason of any such claims, Subscriber shall defend such action or proceeding at Subscriber's sole cost by counsel satisfactory to Broadridge. In the event that a third-party claim or demand is made that may give rise to this provision, Subscriber agree to promptly notify Broadridge in writing.

9. NO ASSIGNMENT

User may not assign or otherwise transfer any of its rights, duties, or obligations under this User Agreement, without the prior written consent of Broadridge.

10. GOVERNING LAW AND JURISDICTION

By accessing Broadridge Services, User and Broadridge agree that all matters relating to User's access or use of Broadridge Services shall be governed by the statutes and laws of the State of New York, without regard to the conflicts of laws principles thereof.

11. NOTICES

All notices, requests, demands, and other communications called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when delivered or three (3) days after mailing by U.S. certified mail, return receipt requested, postage prepaid (unless other mode(s) of delivery are specified herein or otherwise in writing), to User at the address provided by User in signing up for the Broadridge Services, and to Broadridge at Broadridge Financial Solutions, Inc., 2 Journal Square Plaza, Jersey City, New Jersey 07306, Attention: General Counsel, or as the parties may otherwise designate by written notice.

12. ENTIRE AGREEMENT

This User Agreement constitutes the entire understanding and agreement between Broadridge and User regarding the terms and conditions of the licensing of Broadridge Services.

13. NONWAIVER AND SEVERABILITY

Broadridge's failure to exercise any right or provision of this User Agreement shall not constitute a waiver of such right or provision. If a court of competent jurisdiction holds any provision of this User Agreement to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and agree that the other provisions of this User Agreement remain in full force and effect. In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this User Agreement shall remain valid and enforceable according to its terms.

14. INTERNATIONAL USERS

Broadridge makes no representation that Broadridge Services are appropriate or available for use outside the United States, and access to Broadridge Services from territories where Broadridge Services is illegal is prohibited. If User accesses the Broadridge Services from a location outside the United States, User is responsible for compliance with all local laws.

15. FOREFIELD SPECIFIC TERMS

With respect to the Forefield Services, the following additional provisions shall apply:

15.1. The license granted pursuant to Section 1 (Grant of License) shall also apply to prospective clients of User.

15.2. Customer Support for the Forefield Services can be reached at: forefieldsupport@broadridge.com.

15.3. E-mail Platform.

Forefield Services are intended to help facilitate communication and financial advice delivery between consumers, financial advisors, and financial institutions. Usage of our email platform for other purposes is prohibited. User agrees that Forefield Services may not be used for the sending of unsolicited commercial email and may only be used for lawful purposes. Forefield Services may be used to send email to clients and to qualified prospects. The Forefield Services may not be used for hosting content that infringes on the intellectual property rights of others, including copyright, trademark and patent infringement, or that includes any obscene or libelous material or other material that violates any applicable law or regulation.

User agrees you will not access or otherwise use third party mailing lists in connection with the usage of Forefield Services. User agrees to import, access or otherwise use only lists for which all listed parties have consented to receive correspondence from you in connection with your use of the Forefield Services.

Every email message sent by you in connection with the Forefield Services has an "unsubscribe" link that allows the recipient to remove themselves from your mailing list. User acknowledges and agrees that you are the sole or designated "sender" of any email message sent by you using the Forefield Services. User agree that the "from" line of any email message sent by you using the Forefield Services will accurately and in a non-deceptive manner identify your organization, your product or your service. User agrees that the "subject" line of any email message sent by you using Forefield Services will not contain any deceptive or misleading content regarding the overall subject matter of the email message. User agrees to include in any email message sent by you using Forefield Services your valid physical address. In your use of the Forefield Services, you agree to represent you or your organization accurately and will not impersonate any other person, whether actual or fictitious.

Emails that you send through the Forefield Services may generate spam complaints from recipients. As a matter of privacy, Broadridge cannot share with you the email addresses of those who complain about your emails. You are responsible for ensuring that your emails do not generate a number of spam complaints in excess of industry norms. Broadridge, in its sole discretion, shall determine whether your level of spam complaints is within industry norms, and its determination shall be final, binding and conclusive for all purposes under this User Agreement. Broadridge has the right to request that users employ confirmed opt-in e-mail methods or to terminate your use of its e-mail features if Broadridge determines that your level of spam complaints is higher than industry norms (as determined by Broadridge).

15.4.

To the extent that Broadridge makes available free or discounted introductory trial memberships to Forefield Services, users shall not accept more than a single such offer without the permission of Broadridge. Accepting more than a single such offer, whether by utilizing a false identity or by providing Broadridge with false or misleading registration information, or by using any other means or circumstance, shall result in a termination of this User Agreement and any free trial.

15.5.

The License Effective Date shall be the date User submits its online registration.

15.6

If your access to Forefield Services is provided by, or through an entity ("Enterprise"), with whom Broadridge has a preexisting agreement some or all of the terms in this User Agreement (including, but not limited to the "Fees and Payments" and "Renewal" terms) may not apply to you. Please contact the Enterprise, for details.

15.7.

LICENSEE ACKNOWLEDGES THAT FOREFIELD SERVICES MAY BE MODIFIED OR MADE UNAVAILABLE AT BROADRIDGE'S DISCRETION, AND THAT IN THE CASE OF A MODIFICATION TO FOREFIELD SERVICES, SUCH MODIFIED FOREFIELD SERVICES MAY NOT BE COMPATIBLE WITH OTHER INFORMATION CREATED USING A PRIOR VERSION OF FOREFIELD SERVICES, AND THEREFORE MAY NOT BE ACCESSIBLE VIA USE OF THE MODIFIED VERSION.

15.8.

BROADRIDGE IS NOT ENGAGED IN RENDERING INVESTMENT OR FINANCIAL ADVICE, AND THE RESULTS OF THE USE OF FOREFIELD SERVICES MUST NOT BE REGARDED OR REPRESENTED AS CONSTITUTING INVESTMENT OR FINANCIAL ADVICE. NOR SHALL BROADRIDGE BE DEEMED IN ANY WAY TO BE ACTING AS AN INVESTMENT ADVISER AS THAT TERM IS DEFINED AND USED IN THE

INVESTMENT ADVISER'S ACT OF 1940, AS AMENDED, OR ANY RULE OR REGULATION PROMULGATED THEREUNDER. AS A PROFESSIONAL FINANCIAL ADVISOR OR PLANNER, REGISTERED REPRESENTATIVE, INSURANCE AGENT AND/OR REPRESENTATIVE, OR IN ANY OTHER STATUS WHEREBY USER MAKES A LIVING BY PROVIDING FINANCIAL, INVESTMENT AND/OR INSURANCE ADVICE TO OTHERS, USER BEARS ALL RESPONSIBILITY FOR ADVICE AND SERVICES FURNISHED TO USER'S CLIENTS, REGARDLESS OF WHETHER USER EMPLOYED FOREFIELD SERVICES IN CONNECTION WITH THE DEVELOPMENT OF SUCH ADVICE. NOTHING CONTAINED IN FOREFIELD SERVICES SHALL BE CONSTRUED AS (1) A RECOMMENDATION TO BUY OR SELL ANY SECURITY OR INVESTMENT PRODUCT OR (2) AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITY OR INVESTMENT PRODUCT.

16. INVESTIGO SPECIFIC TERMS

With respect to the Investigo Services, the following additional provisions shall apply:

16.1.

Customer Support for Investigo Services shall be reached at: Investigo.support@broadridge.com.

16.2.

Market Data. User acknowledges that Broadridge may provide real time or delayed quotations and other market information and messages ("Market Data"), which Market Data is provided to Broadridge by certain national securities exchanges, associations, or other third parties who assert a proprietary interest in Market Data disseminated by them but do not guarantee the timeliness, sequence, accuracy or completeness thereof. User agrees and acknowledges that Broadridge shall not be liable in any way for any loss or damage arising from or occasioned by any inaccuracy, error, delay in, omission of, or interruption in any Market Data or the transmission thereof.

16.3

User acknowledges and agrees that: (1) certain Market Data provided as part of the Investigo Services is provided by IDC (the "IDC Market Data"), (2) accordingly such data is proprietary to IDC, and (3) neither IDC nor its content providers have any liability to User, or any other third party, for errors, omissions or malfunctions in the Investigo Services. User further acknowledges that it is responsible for its choice of services and any results obtained. User hereby indemnifies IDC for any claims from a third party relating to the accuracy or completeness of the service in connection with User's use of the IDC Market Data in connection with the Investigo Services. Certain information provided to User as part of the Investigo Services: (1) is proprietary to Morningstar Inc. and/or its content providers; (2) may not be copied or distributed; and (3) is not warranted to be accurate, complete or timely. Neither Morningstar nor its content providers are responsible for any damages or losses arising from any use of this information. Past performance is no guarantee of future results.

User acknowledges that Broadridge's vendors, including those that provide Market Data, including but not limited to Morningstar and IDC, may in the future (i) require that User enter into agreements or pay charges directly with such vendors in order for User to continue to receive the Market Data, or (ii) otherwise change the terms of the license to use such Market Data, which may impact User's use of the Investigo Services. In addition Broadridge may not be able to continue to provide such Market Data to User and User may be required to cease using such Market Data and to delete such Market Data from User's systems and files, if such services change or if Broadridge's agreement with a vendor is terminated or modified.

16.4. Ownership of Client Data

User will retain access to all client data provided to Broadridge. If so requested by User, Broadridge will provide a data backup service in an industry standard format for an additional cost. Contact support for pricing. User acknowledges and agrees that all raw files are to be archived by User and that Broadridge will only provide processed data upon request. User acknowledges that the Software and the Documentation and all copies (in whole or part) are and shall remain the exclusive property of Broadridge. Additionally, all customizations, upgrades and/or modifications to the Investigo Services, including those based on User suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by User or any other party relating to the Investigo Services, whether in connection with the Investigo Services or otherwise, shall become and remain the exclusive property of Broadridge to be used, sold or licensed by Broadridge without limitation.

16.5. Third Party Integration

In connection with providing the Investigo Services under this User Agreement, User may request from time to time that Broadridge receive from certain third parties or deliver to certain third parties, information regarding User, including confidential information. In order to deliver or receive such information, Broadridge may need to develop an interface or other delivery method for the Broadridge platform or with such third party's systems. In each such case User shall indemnify and hold Broadridge harmless from any and all losses, claims, damages, liabilities, costs and related expenses (including reasonable attorneys' fees) arising out of any third party claims relating to Broadridge's receipt of such information, Broadridge's delivery of such information, such third party's use of such information, or Broadridge's development of such interface or delivery method. User further acknowledges that Broadridge does not conduct any security review of such third parties, and such third parties shall not be deemed subcontractors, service providers or agents of Broadridge. Promptly after becoming aware of the existence of any claim or litigation for which indemnity may be sought under this section, Broadridge shall give User written notice thereof, together with any and all documentation related to such claim or litigation. User shall have full control over the defense and settlement of any claim or litigation for which indemnification is sought under this section, and Broadridge shall reasonably cooperate with User in every reasonable way, at User's expense, to facilitate the defense or settlement of any such claim or litigation.

16.6

Upon accepting the terms of this User Agreement, User shall cooperate with Broadridge in coordinating the provision of User data from the data providers requested by User from this list of available data providers. User is obligated to, and is solely responsible for, providing all data provider credentials to Broadridge which are required to receive User's financial data from data providers for use in the Investigo Services. The License Effective Date shall be the earlier of: (a) notification from Broadridge to User that all information from requested data providers is available for use in the Investigo Services, or (b) fourteen (14) days after acceptance of this User Agreement by User.

17. CHANGES TO THESE TERMS.

Broadridge reserves the right to amend, remove, or add to the terms in this User Agreement at any time, and such modifications shall be effective immediately. Accordingly, whenever accessing, or using the Broadridge Services, User should continue to review this User Agreement for any modifications. User's continued access or use of the Broadridge Services after any modifications have been posted to this User Agreement constitutes your acceptance of the modified User Agreement. If, at any time, you do not wish to accept the modified User Agreement, you are prohibited from accessing or using the Broadridge Services. Any terms and conditions proposed by User which are additional to or which conflict with this User Agreement are expressly rejected by Broadridge and shall be of no force or effect.