

Advisor Services End User License Agreement

Broadridge Investor Communication Solutions, Inc. (including any of its Affiliates that may provide Advisor Services under this Agreement, "**Broadridge**"), a Delaware corporation, grants Subscriber the nonexclusive right to use its Advisor Services (defined below) on the terms and conditions set forth in this End User License Agreement (this "**Agreement**"). For purposes of this Agreement, "**Advisor Services**" means those services offered by Broadridge pursuant to this Agreement for which Subscriber executes an Order Form to this Agreement, which will include the plan ("**Plan**") selected by Subscriber for such Advisor Services.

Prices and Plans

The specified Plan(s) for the Advisor 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 Advisor 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 Advisor Services at any time.

Broadridge will have the right to increase pass-through fees, including, without limitation, communication charges and federal, state, and local governmental fees, to the extent that the parties imposing such fees have increased the same. On an annual basis, Broadridge may increase the charges for the Advisor Services by an amount equal to the greater of (i) 3.5 % and (ii) cumulative percentage increase of the United States Consumer Price Index for Urban Households, published by the Bureau of Labor Statistics, United States Department of Labor (or any successor to that index) (the "CPI") during the period beginning on the date of the prior increase and ending on the latest day included in the latest CPI calculation published at the time of such price increase.

License to Advisor Services

Subject to the terms of this Agreement and the applicable Plan, Broadridge hereby grants to Subscriber a non-transferable, nonexclusive, limited license to use the Advisor Services for which Subscriber subscribes to a Plan, for the term of such Plan, in connection with providing financial advisory services. This Agreement does not grant Subscriber any title or right of ownership in the Advisor Services.

Payment Terms

Subscriber's payment shall be made to Broadridge for the full subscription price for the duration of the Plan selected by Subscriber, or if Subscriber provides Broadridge with a credit card account and Broadridge accepts this mode of payment, all charges that Subscriber incurs will be debited to that credit card account on a monthly basis. Subscriber will select the method of payment at the commencement of the Agreement. If Subscriber elects to use a credit card account, Subscriber will provide Broadridge with a valid credit card at the time of Subscriber's initial order. Subscriber agrees that Broadridge may use such credit card information to bill for all amounts invoiced under this Agreement during the term of this Agreement. Subscriber agrees to promptly update and/or supplement such credit card information upon Broadridge's request. Subscriber further acknowledges and agrees that to avoid service disruption, Broadridge's third-party payment processor may automatically obtain updates of Subscriber's credit card information from Subscriber's credit card issuer from time to time.

Each renewal payment is due within five (5) days of the account anniversary (the date the account is established with Broadridge). The account anniversary will recur every thirty (30) days for monthly subscriptions and every three hundred and sixty-five (365) days for annual subscriptions.

If a renewal payment is not received within five (5) days of the due date, Broadridge may withhold or suspend Advisor Services and may terminate this Agreement and/or the applicable Plan(s) at its sole discretion. If Subscriber fails to pay any amounts when due, Subscriber shall, upon written demand from Broadridge, pay interest on such delinquent amounts at the rate of 1½% per month (up to 18% per annum, but in no event more than the highest interest rate allowable by law) from the due date until the date of payment. If it should become necessary to turn Subscriber's account over for collection, Subscriber is responsible for all of Broadridge's collection costs, including reasonable lawyers' fees.

Broadridge will bill Subscriber utilizing the bill to address provided by Subscriber. There shall be added to all charges invoiced to Subscriber amounts equal to any applicable taxes, duties, charges and other levies of any kind, including state, provincial and local taxes, (exclusive of taxes based on Broadridge's net income) based upon the services rendered by Broadridge. All fees and other charges hereunder do not include any sales, value added, or goods and services taxes or any other like taxes whether presently in force or imposed in the future, and any such taxes (other than taxes based on Broadridge's income) shall be paid for by Subscriber. In the event that Subscriber is using the Advisor Services outside of a jurisdiction where Broadridge or its applicable Affiliate that is providing the Advisor Service is not registered to collect sales, goods, and services, or value added taxes, Subscriber will be solely responsible for self-assessing and remitting any applicable sales, goods and services, or value added taxes to the applicable jurisdiction(s).

Early Termination of Services

Suspension or termination of Advisor Services does not relieve Subscriber from paying past-due and ongoing charges. Subscriber acknowledges that the Plan may set forth an early termination fee if the applicable Advisor Service is terminated by Subscriber prior to the end of the term set forth in the applicable Plan. **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. ALL AMOUNTS PAID BY SUBSCRIBER ARE NON-REFUNDABLE.**

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.

If due to bank charges, transfer fees, or the like, Broadridge should receive less than its invoice amount, Broadridge will re-invoice Subscriber for the shortfall. Should payment in full of any invoice (aside from such shortfalls) not be received by Broadridge within five (5) days after activation or renewal, Broadridge may impose a debt service charge amounting to one and one-half percent (1.5%) of the overdue balance (or such lesser amount as may be allowed by law) for each month or fraction thereof the overdue amount remains unpaid. In order to reactivate the service, Subscriber must pay the balance and any debt service in full prior to reactivation. Subscriber reactivated accounts will be subject to a reactivation charge equal to the current installation fee.

Limited License to Broadridge Property

Broadridge owns or is the authorized licensee of its software facilities resident on its servers, its hardware, and all related documentation, templates, training, and order and report interfaces it provides to Subscriber for its access in connection with the Advisor Services (collectively, “**Broadridge Property**”). Subscriber’s license to access Broadridge’ Property is nonexclusive, nontransferable, nonsublicensable, and otherwise limited as set forth in this agreement.

Subscriber is the owner of its free text information, its advertisements and business listings. To the extent used as part of the Advisor Services, Subscriber grants Broadridge and its Third-Party Providers the nonexclusive, worldwide, sublicensable, transferable, and perpetual right to disseminate and publish such information and content.

Restrictions on Access to Broadridge Software and Hardware

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 their User ID will be disabled.

Broadridge provides the hardware and software for the Broadridge servers and maintains the servers’ operational status in support of the Advisor Services. Broadridge, in its sole judgment, provides the hardware and/or software it deems appropriate. Broadridge reserves the right to interrupt access to the Broadridge server to perform regular and emergency maintenance as needed.

Subscriber agrees that the Advisor Services are intended for the sole use of the Subscriber. Subscriber is responsible for maintaining the security and confidentiality of Subscriber’s password. Subscriber shall not share the user password with anyone. If Subscriber knows or suspects that any password has been compromised, Subscriber should immediately change its password and contact customer support. In order to protect Subscriber and Subscriber’s information, Broadridge may temporarily or permanently (as necessary) suspend Subscriber’s use of the Advisor 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.

Limited License to Third-Party Data, Software or Services

Broadridge also receives data or software in support of certain available Advisor Services from certain third-party providers (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, nonsublicensable, and otherwise limited as set forth in this agreement.

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

1. Neither Broadridge, 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 Advisor Services, or for delays, interruptions or omissions therein nor for any lost profits, indirect, special or consequential damages;

2. Broadridge, 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. Subscriber shall not use or permit anyone to use the information, data or software provided through the Advisor Services by any Third-Party Provider for any unlawful or unauthorized purpose;
4. 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. 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 Broadridge.

Access to the Provider Services is subject to termination in the event that any agreement between Broadridge 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 Broadridge shall have any liability in connection therewith.

Compliance With Laws

Each Party shall be responsible for complying with all laws and governmental regulations applicable to it, including any applicable exchange organization or regulatory authority. Subscriber shall be responsible for any use it may make of the Advisor Services to assist it in complying with such laws and governmental regulations; and Broadridge shall not have any responsibility relating thereto (including advising Subscriber of Subscriber’s responsibilities in complying with any laws or governmental regulations affecting Subscriber’s business).

Export Law Compliance

Subscriber agrees that Subscriber 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 Advisor Services are not exported or re-exported, directly or indirectly, in violation of United States law or the law of any other applicable jurisdiction.

Copyright and Limitations on Use of Copyrighted Materials

All content available through Broadridge is the property of Broadridge 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 Broadridge to anyone, including but not limited to others in the same company or organization, without the express prior written consent of Broadridge, with this one exception: Subscriber may, on an occasional and irregular basis, disseminate an insignificant portion of content from Broadridge, 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 Broadridge Website content, original source attribution, and the phrase "Used with permission from Broadridge." You may not post any content from Broadridge to newsgroups, mail lists, or electronic bulletin boards without the prior written consent of Broadridge.

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

Other Limitations on Use of the Services

Subscriber shall not share their login details used for the Advisor Services, or take screenshots of or screen share the Advisor Services, with any other person or third-party. The Advisor Services are provided solely for the benefit and use of the Subscriber.

Subscriber shall not modify, copy, translate, or otherwise prepare derivative works, reverse engineer, disassemble, de-compile or recreate, any of the Advisor Services, Provider Services, or portion thereof. Subscriber shall not, in whole or in part, rent, lease, sublicense, sell, assign, or otherwise transfer the Advisor Services, any component or portion thereof or any document produced there from.

Subscriber may not misuse the Advisor 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 Broadridge's servers.

Subscriber is responsible for maintaining all licenses, certifications, and registrations that Subscriber promotes through its use of the Advisor Services. In the event that any third-party that provides or administers any such license, certification, or registration notifies Broadridge of any misuse or misrepresentation regarding such license, certification, or registration, Broadridge may suspend Subscriber's use of the affected Advisor Services and Subscriber will indemnify, defend, and hold harmless Broadridge from any and all claims in connection therewith.

Other Covenants, Representations and Warranties of Subscriber

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

Liability Limitations

Subscriber agrees that the Advisor Services provided are "AS IS" and on an "AS AVAILABLE" basis.

BY ENTERING INTO THIS AGREEMENT, SUBSCRIBER EXPRESSLY ACKNOWLEDGES THAT BROADRIDGE'S LIABILITY WITH RESPECT TO EACH ADVISOR SERVICE PROVIDED HEREUNDER IS SPECIFICALLY LIMITED TO THE AMOUNTS ACTUALLY PAID TO AND RECEIVED BY BROADRIDGE FOR SUCH ADVISOR SERVICE PROVIDED TO SUBSCRIBER, UP TO A MAXIMUM OF TWELVE MONTHS' FEES PAID FOR SUCH ADVISOR SERVICE. SUBSCRIBER WAIVES ALL RIGHTS OF RECOVERY FOR ANY DAMAGES, WHETHER ACTUAL, SPECIAL, OR CONSEQUENTIAL, THAT SUBSCRIBER MAY INCUR OVER AND ABOVE SAID AMOUNTS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA, USE, PROFITS, SAVINGS, OR GOODWILL THAT RESULT FROM SUBSCRIBER'S USE, INABILITY TO USE, OR THE RESULTS FROM THE ADVISOR SERVICES PROVIDED BY BROADRIDGE HEREUNDER.

BROADRIDGE MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, RELATING TO OR RESULTING FROM THE USE OF OR INABILITY TO USE THE ADVISOR SERVICES, MISTAKES, OMISSIONS, SERVICE INTERRUPTIONS, DELETION OF FILES, LOSS OF DATA, ERRORS, DEFECTS, MISDELIVERIES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO BROADRIDGE'S SERVER, RECORDS, PROGRAMS, OR ADVISOR SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR INTENDED PURPOSE. BROADRIDGE EXPRESSLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO BROADRIDGE'S AND ITS THIRD-PARTY PROVIDERS' PROPERTY, DATA, CONTENT, MATERIALS, INFORMATION AND/OR ADVISOR SERVICES.

BROADRIDGE DOES NOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, INTEGRITY OF DATA STORED OR TRANSMITTED VIA ITS SYSTEM. NEITHER BROADRIDGE NOR ANYONE ELSE INVOLVED IN PROVIDING ADVISOR SERVICES PURSUANT TO THIS AGREEMENT WILL BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY CLAIMS OR DAMAGES OF ANY KIND (ACTUAL, CONSEQUENTIAL, SPECIAL, OR ANY OTHER) THAT ARISE OUT OF THE USE OR INABILITY TO USE SUCH ADVISOR SERVICES, WHETHER OR NOT DUE TO OR RESULTING FROM THE FAULT OR NEGLIGENCE OF BROADRIDGE.

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 ADVISOR 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. BROADRIDGE 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 BROADRIDGE 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 ADVISOR SERVICES, OR FOR ANY DELAY OR INTERRUPTION IN THE TRANSMISSION THEREOF OR FOR ANY CLAIMS OR LOSSES ARISING THEREFROM.

BROADRIDGE 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 ADVISOR 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. BROADRIDGE, 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 ADVISOR SERVICES. NEITHER BROADRIDGE 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. BROADRIDGE MAKES NO WARRANTIES AS TO THE RESULTS OBTAINED FROM THE USE OF THE ADVISOR SERVICES BY SUBSCRIBER, ITS CLIENTS, PROSPECTS OR OTHERS.

Indemnification

Subscriber 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 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 Subscriber 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 Advisor 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 Advisor Services does not comply with all local and international consumer, accessibility, 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 Advisor 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 the Advisor 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); (l) providing assistance to those who access Subscriber's information and data content on Subscriber's website; (m) Subscriber's breach of any of its obligations under the heading "Other Covenants, Representations and Warranties of Subscriber"; and (n) Subscriber's breach of any covenants and/or obligations with respect to privacy and accessibility as set forth in this Agreement and/or any appendix related to an Advisor Service. If any action or proceeding is brought against Broadridge 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.

Broadridge Web Site Privacy Statement

The Broadridge Web Site Privacy Statement describes how Broadridge uses and protects information Subscriber provides to Broadridge in using the Advisor Services. Subscriber acknowledges and agrees that by providing Broadridge with any personal information through the use of the Advisor Services, Subscriber consents to the transmission of such personal user information over international borders as necessary for processing data or providing Advisor Services in accordance with Broadridge's standard business practices and the Broadridge Web Site Privacy Statement.

Broadridge will cooperate with those attempting to minimize Internet abuse, and reserves the right to institute "filters" or other mechanisms for that purpose. Broadridge will not monitor or disclose Subscriber's private e-mail messages unless required to do so by operation of law, but Broadridge will cooperate with law-enforcement authorities and will notify such authorities if it suspects that Subscriber is engaged in illegal activities. With the exception of payment information, all information provided by Subscriber to Broadridge is non-confidential.

Monitoring of Use

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

Relationship of the Parties; Nature of Agreement

The relationship between Broadridge and Subscriber is that of vendor and vendee. The parties shall not be construed as being joint venturers, franchiser/franchisee, or employer/employee. This Agreement is a commercial agreement entered into for business purposes, not a consumer agreement. Subscriber shall have no authority, apparent or otherwise, to contract for or on behalf of Broadridge, or in any other way legally bind Broadridge in any fashion, nor is Subscriber authorized to make any representations about Broadridge or its Advisor Services. Other than as specified herein, neither party makes any representations, or assumes or creates any obligations, on behalf of the other.

This Agreement may be terminated by the parties as follows: (a) Unless otherwise provided for in this Agreement, either party may terminate this Agreement, with or without cause, by provision of written notice to the other party if there are no Plans in effect under this Agreement at such time; or (b) Broadridge may terminate this Agreement immediately if, based on Broadridge's sole judgment, it determines that (i) Subscriber has infringed any intellectual property right, copyright, patent, trademark, privacy right, or similar right of another in conjunction with Subscriber's use of Broadridge's Advisor Services; (ii) Subscriber conducts criminal or illegal activities, posts, displays, or transmits obscene, pornographic, or sexually explicit or graphic materials in conjunction with the information and data content Subscriber provides; or (iii) legislation or governmental regulations require (or Broadridge determines in its sole discretion would require) that Broadridge cease providing any or all Advisor Services.

Effect of Termination

In the event this Agreement terminates or is not renewed, Broadridge reserves the right to maintain copies of Subscriber's data and records for archival purposes only. Upon termination, Subscriber's User ID will be deactivated and Subscriber shall no longer be able to access his/her Advisor Service administrative tools. Upon termination of applicable services, Broadridge will cease to provide Subscriber information to any Third Party Providers involved in Advisor Service fulfillment activities as well as, to the extent applicable, disable and take down any Advisor Service products including Sponsored Name Placement, Listings, Retargeting and Digital Advertising.

Assignment

Subscriber's rights and obligations under this Agreement may not be transferred or assigned directly or indirectly without the prior written consent of Broadridge. Any assignment in violation of this clause will be null and void.

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 Subscriber at the address provided by Subscriber in signing up for the Advisor Services, and to Broadridge at Broadridge Financial Solutions, Inc., 2 Gateway Center, Newark, New Jersey 07102, Attention: General Counsel and with a copy to legalnotices@broadridge.com, or as the parties may otherwise designate by written notice.

Partial Invalidity

The provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability, unless such provision or the application of such provision is essential to the Agreement.

Changes to these Terms

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

Miscellaneous

This Agreement sets forth the entire agreement and understanding between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to those provisions governing conflicts of law.

WEBSITE SERVICES TERMS

Website Services Provided by Broadridge

Provided that Subscriber is in compliance with the terms and conditions of this Agreement, Broadridge will provide those Website Services selected by Subscriber at the time of order entry in accordance with the Plan(s) then selected by Subscriber. The Website Services may consist of one or more of the following:

Basic Website Services

The basic Website Services are (a) creation and maintenance of a group of Web pages and content that collectively represent an individual or company (each, a “**Website**”) which include resident space for Subscriber's information as defined within the parameters of each proprietary Website template, which template includes graphics and data content, (b) access to Broadridge's proprietary software hosted on Broadridge's servers for Subscriber's administration of information, content and reporting on the Website and (c) hosting of a Website on Broadridge's servers with Internet server and access capabilities, with publication of a Website over the internet.

For a Website, Broadridge makes a Broadridge proprietary design template available to Subscriber. Subscriber will have his or her own masthead and privacy statement. The Subscriber can input free text in designated areas with respect to Firm, Services, Qualifications, Calendar, Location, Disclaimers, and Privacy Statement. The free text information input by the Subscriber is the property of the Subscriber, and is the only portion of the Website owned by the Subscriber.

Content available for publication through each Website includes education materials and certain financial information on the site, which is either Broadridge property and/or licensed by Broadridge. This content, including type, style, and function is dynamic and will change and be updated as deemed necessary and prudent by Broadridge. Subscriber will have the ability to disable from the Website certain newsletter and research articles and calculators

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 Broadridge for loss, damage, or expense arising out of or relating to the acquisition, registration, transfer, and/or use of such SLD. All costs of Broadridge in obtaining or maintaining an SLD for Subscriber shall be immediately reimbursed to Broadridge upon invoice from Broadridge.

Subscriber may also elect to use subdomain names, which are registered by U.S. InterNIC to Broadridge, and that Broadridge 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 Broadridge 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. Broadridge will assume the administrative responsibilities for unique domain registration.

Further 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 Website, as well as access to other administrative tools and reports available from time to time through the Website Services.

FINRA, Regulatory and Other Compliance

As a standard practice, Broadridge submits its proprietary educational materials to the FINRA for review. All revisions to Broadridge 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.

Other Limitations on Use of the Website Services

Subscriber 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. Subscriber 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. Broadridge reserves the right to determine what constitutes abuse in this regard.

Subscriber 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. Subscriber must comply with all applicable laws, regulations, and conventions, including those related to accessibility, data privacy, international communications, and exportation of technical or personal data. Subscriber 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.

Privacy

Subscriber agrees to maintain and display a privacy statement that tells its clients and prospective clients of how Subscriber may collect, store, process, and otherwise use any information (including personal

information) provided by such client or prospective client. Without limiting the foregoing, Subscriber is solely responsible for complying with all applicable laws regarding the use of cookies and other information collection and tracking tools on Subscriber's website.

If Broadridge determines that Subscriber is not in compliance with any of the provisions of this section, then in addition to any other remedies available to Broadridge, Broadridge may immediately disable Subscriber's access to the Website Services and/or disable Subscriber's Website, and Subscriber shall continue to be obligated to pay all amounts due hereunder through the remainder of the Term.

Accessibility

Broadridge has used third-party tools to evaluate the Website template(s) made available to Subscriber under this Agreement for compliance with WCAG 2.0 Level AA standards, and has reasonably determined that such template materially satisfies such standards. Subscriber acknowledges and agrees that it may make changes to the Website template, and/or content within, that may cause the Website to no longer satisfy WCAG 2.0 Level AA standards, including by publishing Subscriber content to the Website that does not satisfy WCAG 2.0 Level AA standards, and Subscriber has sole responsibility for any accommodations and/or modifications that may be required by applicable accessibility laws (including without limitation the Americans with Disabilities Act) in connection with Subscriber or any client, prospective client, or other third-party's use or access of Subscriber's Website. For the avoidance of doubt Broadridge will have no liability with respect to the foregoing.

If Broadridge determines that Subscriber is not in compliance with any of the provisions of this section, then in addition to any other remedies available to Broadridge, Broadridge may immediately disable Subscriber's access to the Website Services and/or disable Subscriber's Website, and Subscriber shall continue to be obligated to pay all amounts due hereunder through the remainder of the Term.

Sponsored Name Placement

Definition of Service

Sponsored name placement (SNP) is a product that allows Broadridge to purchase keywords using Google and Bing Ads that trigger paid advertisements to show up on search engine results pages (SERPs).

Ads that populate are search based text ads only. No images or videos are utilized.

Keywords in scope for an SNP are the advisor's first name and last name, team name or branch name.

1. Examples would be "John Doe" or "The Jane Doe Team"
2. Names must be spelled correctly, without punctuation or spaces (exact match)

Sponsored name placement is not the following:

3. Organic search
4. SEO
5. Local search
6. Local business listings
7. Not a guarantee that an ad will populate every single time a keyword is searched
8. Not a way to purchase keywords other than the advisor name, team name or branch name
9. Not digital advertising
10. Not retargeting

Sponsored name placement is made up of the following elements:

Headline

Display URL

Description

Once an ad is running, a user (prospect) must visit Google or Bing and search for the exact match keyword in order for an ad to trigger.

Once the ad is displayed, the user can click on the headline in the ad to visit the respective website.

Ads are required to meet specific criteria for them to display consistently. This is identified as the "Quality Score". An ad's quality score is determined by three (3) factors.

Ads that do not have high enough quality score may not show consistently.

Local Listings Management (LLM)

1. Definition of Service

Local Listings Management (LLM) enables the ‘client’ to manage publicly available business information and data elements related to the client’s brand. LLM optimizes and manages business presence through its integrations with platforms like Google, Facebook, Apple Maps, Bing, and other premium partner sites. Synup supports 80+ integrations.

- Syndicate new profiles and updates to existing profiles across the publisher partner network
- Provide ability to syndicate rich media content including on Google My Business & Facebook
- Delete duplicate profiles within the publisher partner network
- Configure automations across the profile channel
- Schedule automations based on future dates & custom triggers

LLM is not:

- Website Builder
- SEO tools like ahrefs or SEMRush
- Reputation Management
- Social Media Management

The data elements or information includes, but not limited to a business’s:

- Name
- Address
- Phone Number
- Hours of Operation
- Web URL’s
- Description
- Category

These data elements are made available to a client’s potential customers to create awareness, generate leads, and drive conversions.

The data is syndicated with over 50 business directory platforms / websites including, but not limited to Google, Bing, Facebook, Apple Maps etc.,

Cookie & Consent Management Definition

Overview

Broadridge has partnered with industry leader, Osano, to bring a new cookie and consent management toolset to BAS provided websites. This new toolset allows Broadridge to enable scalable management of cookie and consent management on a 1:1 or 1:many basis for our websites product. Features of this toolset include a consent management banner that features privacy language and a cookie preferences management interface that allows users to opt in and out of specific cookies.
