

# Terms of Use

Updated: November 6, 2018

PLEASE READ THESE FEEEX, INC TERMS AND CONDITIONS CAREFULLY BEFORE ENTERING, CONNECTING TO, ACCESSING, USING THE SERVICES OR EXECUTING THE ONLINE SUBSCRIPTION ORDER FORM THAT INCORPORATES THESE TERMS (THE “**ORDER**”, AND COLLECTIVELY – THE “**AGREEMENT**”). BY ACCEPTING THIS AGREEMENT THROUGH THE ORDER, YOU AGREE TO COMPLY WITH AND TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE FEEEX [PRIVACY POLICY](#), AS UPDATED FROM TIME TO TIME. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, “**YOU**” OR “**CUSTOMER**” AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MAY NOT USE THE PRODUCT AND/OR THE SERVICES.

IF YOU ARE USING THE SERVICES ON BEHALF A THIRD PARTY (“**END USER**”) YOU ARE SOLELY RESPONSIBLE TO PROVIDE SUCH END USER WITH THESE TERMS AND CONDITIONS AND THE PRIVACY POLICY. IF YOUR END USERS DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ENTER TO, CONNECT TO, ACCESS OR USE THE THE SERVICE AND DO NOT GRANT FEEEX ACCESS TO YOUR DATA.

THE FEEEX SERVICES ARE NOT INTENDED FOR USE BY PERSONS OUTSIDE THE UNITED STATES OF AMERICA, E.G. PERSONS IN THE EUROPEAN ECONOMIC AREA (AS REFERRED TO UNDER THE EU GENERAL DATA PROTECTION REGULATION (GDPR) OR OTHER APPLICABLE LAW) (COLLECTIVELY “**NON-US PERSON(S)**”). BY ENTERING TO, CONNECTING TO, ACCESSING OR USING THE SERVICES, AND/OR BY GRANTING FEEEX ACCESS TO ANY DATA (AS DEFINED HEREIN), YOU HEREBY REPRESENT THAT NEITHER YOU NOR YOUR END USERS (IF APPLICABLE) ARE A NON-US PERSON.

## 1. The Services

FeeX is the developer and proprietor of technology for accessing, processing, analyzing, and evaluating the expected comparative value of individual financial accounts, such as 401k, 403b, 401a, 457, PSP or IRA (“**Supported Financial Account(s)**”), including potential alternative investment instruments for Customer’s and their End Users and tools to aid registered investment advisors to analyze the costs associated with and manage accounts which hold various mutual funds, exchange-traded funds, stocks and other investment products including a proprietary software-as-a-service solution and our website, made available by FeeX (“**Advisor Tool**” and “**Order Management System**” or “**OMS**” respectively, collectively the “**Services**”). Subject to Customer’s compliance with its obligations under this Agreement, FeeX shall make the Services and any analysis or output generated via the use of the Services in connection with Your Data (both as defined herein) (the “**Analysis/Analyses**”) available to Customer, for the applicable Term as set forth in the applicable Order.

FeeX shall issue and provide Customer with personal access credentials (“**User IDs**”) for Customer’s personnel designated to use the Services on its behalf (“**Personnel**”). Customer and its Personnel may only access and use the Services through the User IDs issued to them by FeeX. Customer is solely responsible for maintaining the confidentiality of the User IDs. Any instruction, action or activity occurring through any such User IDs shall be deemed to be provided and/or taken by Customer, and Customer shall be solely responsible for all activities that occur under such User IDs, including for any unauthorized use of such User IDs or any other breach of security, or any related damage or loss.

## 2. Your Data

By providing FeeX and its service providers with Your or your End User’s data (the “**Data**”) you hereby warrant that You have full authority and consent under applicable law, to provide us with the Data and that You will provide us only with true, current, complete, accurate and up to date information. Note that the accuracy of the information provided to You via the services is dependent on the accuracy of the information You provide us with. You hereby grant FeeX and its service providers an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sublicensable, commercial and transferable license to see, process, analyze, have processed, have analyzed, store and have stored the Data, in order to (i) provide the FeeX services and/or the service provider’s services, (ii) to develop, improve and customize any and all services and offering available through any FeeX services, including such services’ accuracy and interface; (iii) allow FeeX and/or its service providers, to the extent permitted by law, use, transact in and/or disclose aggregate, non-personally identifiable data and (iv) to comply with any applicable law or regulation.

End User Account Data and Plan Data. Customer represents and warrants that with respect to any and all data inputted by the End User or by Customer via its Personnel including by Personnel on End User’s behalf, including; (i) data collected or obtained via the Services which is related to the Supported Financial Accounts, including without limitation, employer information, plan participant fee disclosure document and any and all data derived therefrom, financial institution holdings, quantity, price, balance, and transactions, which shall be refreshed from time to time to ensure accuracy of such information (“**End User Account Data**”) and (ii) data related to the Supported Financial Accounts, including without limitation, plan participant fee disclosure document and any other plan documents, plan terms and conditions, service fees, and investment options, which shall be refreshed from time to time to ensure accuracy of such information (“**Plan Data**”), Customer shall be solely responsible to provide all necessary disclosures and to obtain, maintain and have obtained the informed consent from any and all End Users such that FeeX can access, collect, use, disclose to FeeX’s third party service providers, process, analyze, have processed, have analyzed, store and have stored the End User Account Data and/or Plan Data solely for the following purposes: (i) to provide and operate the FeeX services (including via third party service providers); (ii) to develop, improve and customize any and all services and offering available through any FeeX services, including such services’ accuracy and interface; (iii) allow FeeX and/or its third party service providers, to the extent permitted by law, use, transact in and/or disclose aggregate, non-personally identifiable End User Account Data and (iv) to comply with any applicable law or regulation.

## 3. "Link Accounts" Option

As part of the Services, you can direct FeeX and its service providers to retrieve your Data, which is maintained online by third-party financial institutions (“**Financial Service Providers**”), by using the

"Link Accounts" (or "Connect Automatically") option on the platform. We will then connect with your Financial Service Providers to access this Data, either independently or through our service providers. Neither we nor our service providers make any effort to review the Data for any purpose, including but not limited to accuracy, legality or non-infringement. Neither we nor our service providers are responsible for the products and services offered by or on Financial Service Providers' sites. Neither we nor our service providers are responsible for fees charged by Financial Service Providers' sites as a result of using the Service. Neither we nor our service providers can always foresee or anticipate technical or other difficulties, which may result in failure to obtain the Data from your Financial Service Providers, or loss of data, personalization settings and/or other service interruptions. Neither we nor our service providers can assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to store any User's Data, communications or personalization settings.

By using the Service, you hereby grant us and our service providers your permission to access your Data which is maintained by identified Financial Service Providers, on your behalf as your agent. When you use the "Link Accounts" feature of the Service, we will submit information including (as necessary) usernames and passwords that you provide to obtain the relevant information (including but not limited to statements and documents), from your Financial Service Provider. You hereby authorize and permit us and our service providers to use and store information submitted by you to accomplish the foregoing and to configure the Service so that it is compatible with the Financial Service Providers sites for which you submit your information.

You hereby grant FeeX and its service providers a limited power of attorney, and appoint each as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers and documents and retrieve and use your Data as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person, all in connection with retrieving the Data as part of providing you with the Service. YOU ACKNOWLEDGE AND AGREE THAT WHEN FEE X AND ITS SERVICE PROVIDERS ARE ACCESSING AND RETRIEVING YOUR DATA FROM THIRD PARTY SITES, FEE X AND ITS SERVICE PROVIDERS ARE ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. Notwithstanding anything in these Terms to the contrary, neither we nor our service providers shall have authority hereunder to take or have possession of any assets in the accounts maintained by such third parties or to direct delivery of any securities or payment of any funds held in such account to ourselves or to direct any disposition of such securities or funds. You agree that Financial Service Providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you.

#### 4. Use Restrictions

There are certain conducts which are strictly prohibited when using the Services. Please read the following restrictions carefully. Your failure to comply with the provisions set forth herein may result (at FeeX's sole discretion) in the termination of your access to the Services and may also expose you to civil and/or criminal liability.

Unless prior written authorization is obtained from FeeX and/or otherwise specified in the applicable Order, the Customer may not: (a) make any Services available to, or use any Services for the benefit of, anyone other than Customer (including its Personnel) and/or for the

benefit of Customer's End Users as permitted under this Agreement and any applicable Order, (b) copy or make a derivative work of the Services or any part, feature, function or user interface thereof, other than for normal use of the Services for Customer's own internal business (including, but not limited to, configuration of the Services and/or developing of new features), (c) license, sublicense, sell, resell, transfer or assign, distribute, rent or lease any Services or the Analyses provided to Customer via the Services (all except as otherwise permitted under this Agreement), or include any Service in a service bureau or outsourcing offering, (d) "frame" or "mirror" any Services other than framing on Customer's own intranets or otherwise for its own internal business purposes (including, but not limited to, configuration of the Services and/or developing of new features) or as permitted under this Agreement, (e) knowingly use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, including in violation of applicable law with respect to third party privacy rights, (f) knowingly use a Services to store or transmit malicious code, (g) knowingly or negligently interfere with or disrupt the integrity or performance of the Services or third party data contained therein, (h) attempt to gain unauthorized access to the Services or its related systems or networks, (i) conceal or remove any copyright or proprietary notices contained in any Analysis and/or other materials provided via the Services (j) access and/or use any Services and/or the Analysis provided therein in order to build a competitive product or service, including creating any indices therefrom, (k) reverse engineer any Services (unless such restriction is prohibited by applicable law), (l) permit access to or use of any Services in a way that circumvents a contractual usage limit, and/or (m) allow and/or enable a third party to do any of the aforementioned.

#### 5. Proprietary Rights

FeeX owns and shall continue to own all rights in and to the Services, Analyses, the FeeX Confidential Information (as defined in Section 9), including data models, architecture, modifications, enhancements, derivatives, substitutes, or emulations of the aforementioned and any intellectual property rights therein, including any item which is the outcome of customization work, design, development and implementation done by FeeX, by or on behalf of Customer and/or jointly by FeeX and Customer (or on behalf of Customer), for Customer, all excluding Customer IP as defined below ("**FeeX IP**"). As between the Parties, the Analyses, the Held-Away Data and any Plan Data collected and/or generated via the FeeX Services, shall be deemed FeeX IP. All such End User Account Data and Plan Data which Customer collects or generates independent of the FeeX Services and provides to FeeX in connection with Customer's use of the FeeX Services or any part thereof shall as between the Parties be the sole and exclusive property of Customer ("**Customer IP**"). The Parties acknowledge that the same underlying data-points may be collected separately and independently by each of the Parties ("**Held Away Data**") and in such event the Parties agree that each Party shall retain its separate (and parallel) rights in such underlying data-points.

#### 6. Account Registration

Using the Service requires you to open an account by completing the registration form on the platform (the "**Account**"). The registration is free of charge. FeeX may offer premium services through the platform for a fee. You must safeguard and not disclose your username and password of your Account and supervise the use of such Account. You must provide accurate and complete information for creating an Account and you agree to not misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate. If you wish to either change your username to log-in on the platform or if you wish to terminate your Account you can contact us at: [support@feex.com](mailto:support@feex.com). Your Account on the platform

will terminate within a reasonable timeframe following your request, and from that date of termination you will no longer be able to access your Account.

## **7. Privacy Policy**

FeeX respects your privacy and is committed to protecting the information you share with us. FeeX believes that you have a right to know our practices regarding the information FeeX collects when you connect to, access or use the Services. Our policy and practices and the type of information collected are described in our [Privacy Policy](#). If you intend to connect to, access or use the Services you must first read and agree to the [Privacy Policy](#). Each of FeeX and Customer are committed to collect store and use PII in accordance with applicable law, this Agreement and pursuant to FeeX's Privacy Policy, as applicable.

## **8. Confidentiality**

Each party agrees to keep confidential and to use only for purposes of performing its obligation under this Agreement, any proprietary or confidential information of the other party disclosed pursuant to this Proposal ("Confidential Information"). The obligation of confidentiality shall not apply to information which; (i) is already known to the receiving party at the time of disclosure; (ii) is, or, through no act, or failure to act, of the receiving party, becomes publicly known; (iii) is legally received by receiving party from a third party without restriction on disclosure; (iv) is independently developed by receiving party without reference to the Confidential Information of the disclosing Party, as evidenced by written dated documentation; or (v) is approved for release by written authorization of the disclosing party. Further, the receiving party may disclose Confidential Information which is required by law, government order or request to be disclosed (provided that the receiving party shall give written notice to the other party prior to such disclosure and shall only disclose the exact Confidential Information or portion thereof specifically requested by such order or request). The receiving party agrees that it shall hold all Confidential Information in confidence and shall safeguard the Confidential Information with at least the same degree of care that it takes to protect its own information of a similar nature, which in no event shall be less than a reasonable standard of care.

## **9. Disclaimer and Warranties**

FEEX IS NOT A LICENSED FINANCIAL PLANNER, REGISTERED REPRESENTATIVE, BROKER, DEALER OR TAX ADVISOR, NOR DOES IT PRESENT ITSELF AS SUCH. THE SERVICE DO NOT PROVIDE LEGAL, TAX OR FINANCIAL ADVICE AND SHOULD NOT BE USED AS YOUR OR YOUR CLIENT'S SOURCE FOR MAKING ANY SUCH DECISIONS. FEEX'S FOCUS IS THE FEES CHARGED BY FINANCIAL PRODUCTS OR SERVICES YOU OR YOUR CLIENTS USE OR MAY USE AND DOES NOT EVALUATE OR ASSESS THE QUALITY OR PROSPECTS OF INVESTMENT CHOICES. YOU SHOULD MAKE ALL YOUR FINANCIAL DECISIONS ON THE BASIS OF PROFESSIONAL AND AUTHORIZED ADVICE WHICH IS BASED ON A PROFESSIONAL ASSESSMENT OF YOUR INDIVIDUAL AND OTHER RELEVANT CIRCUMSTANCES/YOU SHOULD PROVIDE PROFESSIONAL ADVICE BASED ON YOUR ASSESSMENT OF YOUR CLIENT'S INDIVIDUAL AND OTHER RELEVANT CIRCUMSTANCES.

THIS SECTION CONTAINS DISCLAIMERS OF FEEX'S WARRANTIES AND LIABILITIES UNDER THESE TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, NOTHING IN THESE TERMS SHALL BE

DEEMED AS A WAIVER BY YOU OF ANY NON-WAIVABLE RIGHTS YOU HAVE UNDER U.S. FEDERAL OR STATE SECURITIES LAWS OR REGULATIONS. THE SERVICE, INCLUDING WITHOUT LIMITATION ANY CONTENT ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF USE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FEEX AND ITS SERVICE PROVIDERS DISCLAIM AND MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE USE, THE INABILITY TO USE OR OPERATE, OR THE RESULTS OF THE USE OF THE SERVICE (INCLUDING THE ANALYSIS) NOR DOES IT MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, QUALITY, AVAILABILITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF ANY ANALYSIS (OR ANY DATA CONTAINED THEREIN).

IT IS HEREBY MADE CLEAR THAT THE CONTENT PROVIDED BY FEEX MAY INCLUDE DATA OF THIRD PARTIES, FEEX DOES NOT INDEPENDENTLY REVIEW NOR ASSUME RESPONSIBILITY TO INDEPENDENTLY REVIEW SUCH INFORMATION, SUCH INFORMATION IS NO GUARANTEE FOR FUTURE PERFORMANCE OR FEES. FEEX AND ITS SERVICE PROVIDERS DO NOT, EITHER EXPRESSLY OR IMPLIEDLY, ENDORSE, RECOMMEND OR IN ANY MANNER ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE CONTENT, THE AND ALL INFORMATION WHICH IS DERIVED FROM THE USE OF THE SERVICE, NOR DOES FEEX AND ITS SERVICE PROVIDERS ASSUME ANY RESPONSIBILITY FOR ANY LOSS, INJURY AND/OR DAMAGES INCURRED AS A RESULT OR IN CONNECTION WITH THE USE OF THE SERVICE, OR ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE SERVICES AND/OR ANALYSIS AND ANY AND ALL INFORMATION WHICH IS DERIVED FROM THE USE OF THE SERVICE. FEEX AND ITS SERVICE PROVIDERS DO NOT WARRANT THAT THE OPERATION OF THE SERVICES IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS.

YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE THE SOLE AND ULTIMATE RESPONSIBILITY FOR DECISIONS (INCLUDING BUT NOT LIMITED TO ANY FINANCIAL AND/OR TAX DECISIONS) OR ACTIONS TAKEN AS A RESULT, THROUGH, IN CONJUNCTION WITH, OR BY THE USE IN ANY WAY, OF THE SERVICE (INCLUDING BUT NOT LIMITED TO THE ANALYSIS), INCLUDING WITHOUT LIMITATION DECISIONS OR ACTIONS TAKEN BASED ON INVESTMENT ADVICE PROVIDED BY FEEX. YOU ACKNOWLEDGE AND AGREE THAT FEEX DOES NOT EVALUATE NOR ASSESS THE QUALITY OR PROSPECTS OF YOUR, OR ANY OTHER, INVESTMENT CHOICES AND THAT FEEX DOES NOT HAVE DISCRETION OVER, OR SUPERVISION OR MANAGEMENT OF, YOUR ASSETS OR ANY RESPONSIBILITY FOR THE PERFORMANCE OF ANY INVESTMENT SELECTED AS A RESULT OF OUR ADVICE. YOUR USE OF THE SERVICE AND/OR THE ANALYSIS IS ENTIRELY AT YOUR OWN RISK.

NOTE THAT THE ANALYSIS THAT FEEX PROVIDES THROUGH YOUR USE OF OUR SERVICES ARE FOCUSED ON THE ISSUE OF RELATIVE FEES YOU OR YOUR CLIENTS MAY BE CHARGED IN CONNECTION WITH FINANCIAL PRODUCTS OR SERVICES YOU OR YOUR CLIENTS USE AND/OR MAY CONSIDER USING. FEEX DOES NOT EVALUATE NOR ASSESS THE QUALITY OR PROSPECTS OF INVESTMENT CHOICES. FEEX DOES NOT TAKE INTO ACCOUNT ALL PARAMETERS THAT SHOULD BE CONSIDERED WHEN MAKING FINANCIAL DECISIONS. BE AWARE THAT THERE ARE VARIOUS ADDITIONAL PARAMETERS THAT SHOULD BE TAKEN INTO ACCOUNT BEFORE MAKING ANY FINANCIAL DECISION (SUCH AS WITH RESPECT TO RISK TOLERANCE, INVESTMENT OBJECTIVES, INVESTMENT HORIZON, MARKET CONDITIONS, TAX CONSIDERATIONS, ETC.). SOME DECISIONS WITH RESPECT TO FINANCIAL PRODUCTS OR SERVICES YOU OR YOUR CLIENTS MAY USE ARE IRREVERSIBLE (SUCH AS IN THE EVENT OF ROLL OVER OF A 401K PLAN ACCOUNT TO AN INDIVIDUAL RETIREMENT ACCOUNT (IRA) UNDER CERTAIN CIRCUMSTANCES). YOU SHOULD MAKE ALL FINANCIAL DECISIONS ON THE BASIS OF A PROFESSIONAL ASSESSMENT OF YOUR INDIVIDUAL AND OTHER RELEVANT CIRCUMSTANCES/ YOU SHOULD PROVIDE PROFESSIONAL ADVICE BASED ON YOUR ASSESSMENT OF YOUR CLIENT'S INDIVIDUAL AND OTHER RELEVANT CIRCUMSTANCES.

CUSTOMER HEREBY AGREES AND ACKNOWLEDGES THAT UNDER THIS AGREEMENT, FEEX IS MERELY A PROVIDER OF TECHNOLOGY FOR THE ENABLEMENT OF THE SERVICES TO CUSTOMER, AND THAT FEEX IS NOT AND HAS NO OBLIGATION TO RENDER ANY OTHER SERVICE, INCLUDING WITHOUT LIMITATION FINANCIAL ADVISORY, BROKERAGE OR INVESTMENT ADVISORY SERVICE, END USER ACCOUNT MANAGEMENT, TO EITHER THE CUSTOMER AND/OR THE END USER. THIS AGREEMENT IS NOT INTENDED TO CONFER ON FEEX, AND FEEX DOES NOT INTEND BY ENTERING INTO THIS AGREEMENT TO ASSUME, ANY FIDUCIARY, REGULATORY, OR CONTRACTUAL OBLIGATIONS TO ANY OF THE END USER. THE CUSTOMER HAS AND SHALL RETAIN FULL AND SOLE RESPONSIBILITY WITH RESPECT TO ITS ENGAGEMENT OR BUSINESS RELATIONSHIP WITH ANY END USER, INCLUDING ANY AND ALL FIDUCIARY DUTIES, PROFESSIONAL RESPONSIBILITY AND ANY OTHER DUTY OR OBLIGATION (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LAW OR LIABILITY) RELATED THERETO AND INCLUDING WITHOUT LIMITATION, FOR ALL PROVISION OF INVESTMENT ADVICE TO THE END USERS, INCLUDING WITHOUT LIMITATION ALL INVESTMENT ADVICE DEVELOPED OR GENERATED USING THE SOLUTION. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BE RESPONSIBLE FOR ANY ACT OR OMISSION OF ANY PERSONNEL, END USER AND/OR ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CUSTOMER, IN CONNECTION WITH THIS AGREEMENT.

#### **10. Limitation of Liability**

THIS SECTION CONTAINS LIMITATIONS OF FEEX'S LIABILITY UNDER THESE TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, INCLUDING WITHOUT LIMITATION ANYTHING TO THE CONTRARY IN THE LIMITATIONS IN THIS SECTION 15, NOTHING IN THESE TERMS SHALL BE DEEMED: AS A WAIVER BY YOU OF ANY NON-WAIVABLE RIGHTS YOU HAVE UNDER U.S. FEDERAL OR STATE SECURITIES LAWS

OR REGULATIONS. IN NO EVENT SHALL FEEX OR ITS SERVICE PROVIDERS, INCLUDING THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AND ITS AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTIONS RESULTING FROM OR ARISING OUT OF YOUR USE OF THE SERVICE AND/OR THE CONTENT, ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE ON THE CONTENT AND ANY AND ALL INFORMATION WHICH DERIVES FROM THE USE OF THE SERVICE, FAILURE OF THE SERVICE TO PERFORM AS REPRESENTED OR EXPECTED, LOSS OF GOODWILL OR PROFITS, THE PERFORMANCE OR FAILURE OF FEEX OR ITS SERVICE PROVIDERS TO PERFORM UNDER THESE TERMS, ANY OTHER ACT OR OMISSION OF FEEX OR ITS SERVICE PROVIDERS BY ANY OTHER CAUSE WHATSOEVER; OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER FEEX OR ITS SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **11. Indemnification**

You shall defend, indemnify and hold FeeX and its Affiliates and their respective officers, directors, employees, agents, contractors, successors, and assigns (the "**FeeX Indemnified Parties**") harmless from and against any and all damages, losses, fines, penalties, costs, and other amounts (including reasonable attorney's fees and expenses) (collectively, "**Losses**") arising from or in connection with any actual or threatened claims, demands, investigations, and causes of actions by third parties (each a "**Claim**") to the extent such Claim is based on or arises from or relates to (i) any breach or default by You of any provision of this Agreement; or (ii) negligent or intentional acts or omissions caused by You or your affiliates and their respective officers, directors, employees, agents, contractors, successors and assigns (iii) failure of You to comply with applicable laws, (iv) any claims for financial or other kind of damages arising out of any decision made or action taken or not taken by You or End User in reliance on the use of the Service and/or Analyses, (v) Your failure to meet its obligations relating to End User Account Data and Plan Data provided by You to FeeX, including any third party claim that the End User Account Data or Plan Data provided to FeeX under this Agreement, or FeeX's access or possession thereof pursuant to this Agreement infringes or violates such third party's rights.

#### **12. Availability**

The Services availability and functionality depend on various factors. FeeX does not warrant or guarantee that the Services will operate and/or be available at all times without disruption or interruption, or that it will be error-free.

#### **13. Fees and Payment Terms**

Unless Customer has received or purchased the Services from one of FeeX's authorized resellers or distributors, the following payment terms shall apply. In consideration for the Services, Customer shall pay FeeX the amounts set forth on the applicable Order ("**Fees**"). FeeX reserves the right to increase the Fee at its sole discretion. All Fees are stated and payable in US Dollars, and are exclusive of any applicable taxes such as Sales Tax (State or Federal), Value Added Tax (VAT). Customer will bear and pay all taxes related to or arising from this

Agreement, except for those taxes based on FeeX's income. Customer may not withhold or set off any Fees due to FeeX hereunder.

The Fees for the Service include the ability to generate the number of Analyses per month as specified in the Order (“**Analysis Allowance**”). Customer may perform additional Analysis queries beyond the Analysis Allowance and will be automatically charged for such additional Analysis queries during the following calendar month, in accordance with the Fees schedule to be provided by FeeX.

Customer shall be billed automatically on a monthly basis depending on the subscription type that Customer has selected. If applicable, FeeX shall charge Customer via an automatic credit card payment and shall provide Customer with a relevant invoice by email. In the event Customer cancels a subscription, Customer will be billed the monthly payment (if applicable) in full for the month in which such cancellation occurs.

#### **14. Changes to the Services & Termination of your Account**

FeeX reserves the right to modify, correct, amend, enhance, improve, make any other changes to, or discontinue, temporarily or permanently, the Service (or any part thereof) without notice, at any time. FeeX also reserves the right to designate any feature, service or any other part of the Service as premium and subject to cost. In addition, you hereby acknowledge that the Analyses provided may be changed, extended in terms of content and form or removed at any time without any notice to you. You agree that FeeX shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service or the Analyses provided via this Services.

At any time, FeeX may block your access to the Service, temporarily or permanently limit, suspend or terminate your Account, for any reason, at its sole discretion, in addition to any other remedies that may be available to FeeX under any applicable law. Such actions by FeeX may be taken if FeeX deems that you have breached any of these Terms in any manner.

You agree and acknowledge that FeeX does not assume any responsibility with respect to, or in connection with the termination of the Service operation and loss of any data. In the event of any expiration or termination of this Agreement and/or any Orders, any provisions hereof which expressly or by their nature are required to survive such expiration or termination in order to achieve their purpose, shall survive the expiration or termination of this Agreement.

FeeX may change the Terms from time to time, at its sole discretion and without any notice. We will notify regarding substantial changes of these Terms on the homepage of the website and/or we will send you an e-mail regarding such changes to the e-mail address that you provided in the registration form. Such substantial changes will take effect seven (7) days after such notice was provided on our website or sent by email. Otherwise, all other changes to these Terms are effective as of the stated “Last Revised” date and your continued use of the Services after the Last Revised date will constitute acceptance of, and agreement to be bound by, those changes.

#### **15. General**

The Parties are independent contractors, these Terms do not, and shall not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the parties hereto. Any claim relating to this Agreement or the Services will be governed by and interpreted in accordance with

the laws of the State of New York, United States, without reference to its conflict-of-laws principles. Any dispute arising out of or related to your use of the Services will be brought in, and you hereby consent to exclusive jurisdiction and venue in, the competent courts of the State of New York, United States. If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. You may not assign, sublicense or otherwise transfer any or all of your rights or obligations under these Terms without FeeX's prior express written consent. FeeX may assign our rights and obligations under these Terms. FeeX will not be compensated on the basis of a share of capital gains upon or capital appreciation of your funds or any portion of your funds. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms are the entire agreement between you and FeeX relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and FeeX. This Agreement may be amended, modified or supplemented only in a writing duly executed by an authorized representative of each of Customer and FeeX. If any of the provisions of this Agreement are declared to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be ineffective to the extent of such invalidity or unenforceability while the other provisions hereof shall remain in full force and effect.

Notices to you may be made via email or regular mail. Notices of changes to these Terms or other matters, may be provided by displaying such notices or by providing links to such notices. Without limitation, you agree that a printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

In the case of conflicts or inconsistencies between the terms of this Agreement and any Order hereto, the terms of this Agreement will prevail, except as specifically stated otherwise. Unless designated as replacing a specific outstanding Order, a new Order will be considered to be in addition to then-outstanding Orders

The Services that FeeX makes available, and any derivatives thereof, may be subject to export laws of the United States and other jurisdictions. Each Party represents that it is not named on any US Department of Commerce Denied-Party List. Customer will not permit any Personnel and/or End User to access or use any Services in any U.S. embargoed countries (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

#### **16. For Information, Questions or Notification of Errors, please contact:**

If you have any questions (or comments) concerning the Terms, you are welcome to send FeeX an email or otherwise contact FeeX to the following address and FeeX will make an effort to reply within a reasonable timeframe: [legal@feex.com](mailto:legal@feex.com)

## ADDITIONAL TERMS FOR ORDER MANAGEMENT SYSTEM

- 1. Subscription to the OMS:** Subject to the terms and conditions of this Agreement and Customer's compliance herewith including payment of the Fees detailed in the Order, FeeX hereby grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable, limited license during the Term (as defined in the Order) to access and use, and to allow its Personnel to access and use the OMS and Analyses for the sole purpose of providing Customer's financial services to Customer's End Users and in accordance with the terms herein.
- 2. Representations and Acknowledgments:** Customer hereby represents, warrants, and covenants that, (i) there is no restriction or limitation which may prevent it from fulfilling its obligations under this Agreement; (ii) the extent required by the Investment Advisers Act of 1940, as amended (the "Advisers Act"), duly registered as an investment adviser with the U.S. Securities and Exchange Commission (the "SEC") with investment adviser notice filings duly filed in each U.S. state where Customer's End Users for which the RIA uses the Solution are located; (iii) if the RIA is not permitted under the Advisers Act to register with the SEC, duly registered as an investment adviser with the securities regulator of each U.S. state where Customer's End Users for which the RIA uses the Solution are located; (iv) to extent the RIA uses the Solution in connection with effecting transactions or dealing in securities, duly registered as a broker-dealer with the SEC and the securities regulator each U.S. state where Customer's End Users for which the RIA uses the Solution are located; (v) to extent the RIA is a registered broker-dealer, a member firm in good standing of the Financial Industry Regulatory Authority ("FINRA"); (vi) it shall provide FeeX with true and accurate information as requested by FeeX including but not limited to its documented evidence of Customer's or its Personnel's required licenses, qualifications and/or compliance with (ii) – (v) (as applicable); (vii) Customer shall ensure that each of its Personnel have and shall have for the duration of the Term all required licenses, qualifications and are in compliance with (ii) – (v) as applicable; (viii) it shall use the Services to communicate transaction instructions only to duly registered broker-dealers or to custodians or administrators that are not required, pursuant to applicable exclusions, exemptions or SEC no-action relief, to be so registered; (ix) in performing its obligations and exercising its rights under this Agreement, it will comply with all applicable laws; (x) it shall obtain, maintain and receive all necessary consents from End Users as required under applicable law and this Agreement and the FeeX Terms of Use and the FeeX Privacy Policy as updated from time to time; (xi) it is solely and fully responsible for any loss, injury and/or damages incurred as a result or in connection with any decision made or action taken or not taken in reliance on such information or analytics made available through the Services, including through the Analysis; (xii) FeeX shall have no responsibility, liability or duty for the administration or management of the Customer's services established or administered using the Services, including without limitation any responsibility or liability towards an End User.

Without limiting any of the foregoing representations, warranties or covenants, Customer represents, warrants and covenants that it has, its Personnel have, and shall maintain during the Term all registrations and licenses required by any governmental or other regulatory authority with applicable jurisdiction in connection with all businesses, operations and other activities for which Customer will use the Services and shall maintain all policies, procedures and internal control required or reasonably designed

to comply with all laws, regulations, rules, and regulatory guidance and requirements that apply to the Customer and its Personnel's intended and actual use of the Services and performance under this Agreement.

The Customer shall be solely responsible for all provision of investment advice to its End Users, including without limitation all investment advice based on Customer's use of the Services. Nothing in this Agreement shall be deemed to delegate or assign to FeeX, or to cause or obligate FeeX to assume, any duty or obligation of the Customer's under any law or regulation or to any of the Customer's End Users. Further, Customer acknowledges and agrees that all calculations and comparisons generated through the Customers use of the Services shall depend on the Customer's projections, assumptions and determinations.

### **3. Limitations on FeeX Activities**

The Parties agree that, notwithstanding anything to the contrary, provision by FeeX of the Services shall not entail the performance by FeeX of, and that FeeX shall have no obligation or authority under this Agreement to perform, any of the following (without limitation) activities:

- advising the Customer as to the value of securities or as to the advisability of investing in, purchasing, or selling securities, or issuing or promulgating to the Customer's analyses or reports concerning securities;
- advising any of the Customer's End Users as to the value of securities or as to the advisability of investing in, purchasing, or selling securities, or issuing or promulgating to any of the Customer's End Users analyses or reports concerning securities;
- entering into any contract or agreement with any of the Customer's End Users;
- exercising any discretion over investment decisions on behalf of the Customer's End Users or otherwise participating in the management of designated holdings or any other assets of Customer's End Users;
- holding in its possession, custody or control any money, securities or other assets owned by the Customer or the Customer's End Users;
- effecting any transaction in securities other than performing clerical and/or administrative services relating to the communication of instructions about the Customer's investment;
- decisions to broker-dealers, custodians, or administrators with which orders for transactions in Customer's End Users' IRAs or retirement plan accounts are placed;
- generating or issuing to End Users any account statements;
- generating or issuing to End Users any transaction confirmations; or
- accepting compensation that depends directly or indirectly on the occurrence or size of any transaction that End Users decides to conduct on behalf of End Users.

Customer further acknowledges and agrees that this Agreement is not intended to confer on FeeX, and FeeX does not intend by entering into this Agreement to assume, any fiduciary, regulatory, or contractual obligations to any of the End Users.

## **ADDITIONAL TERMS FOR ADVISOR TOOL SERVICE**

1. **Subscription to the Advisor Tool:** Subject to the terms and conditions of this Agreement and Customer's compliance herewith including payment of the Fees detailed in the Order, FeeX hereby grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable, limited license during the Term (as detailed in the Order) to access and use, and to allow its Personnel to access and use the Advisor Tool and Analyses for the sole purpose of providing Customer's financial services to Customer's End Users and in accordance with the terms herein.
  
2. **Representations and Acknowledgments** Customer hereby represents, warrants, and covenants that (i) there is no restriction or limitation which may prevent it from fulfilling its obligations under this Agreement; (ii) it is duly registered as an investment adviser with the U.S. Securities and Exchange Commission ("SEC"); (iii) it will provide or make available its current Form ADV Part 2 ("**Brochure**") and any other advisory marketing material for FeeX's use and that any such material is not misleading; (iv) it has the full power and authority to execute and deliver this Agreement; (v) it shall provide FeeX with true and accurate information as requested by FeeX in accordance with the Order including but not limited to its contact information and/or other fee-related information with respect to Services; (vi) in performing its obligations and exercising its rights under this Agreement, it will comply with all applicable laws; (vii) it shall obtain, maintain and receive all necessary consents from End Users as required under applicable law and this Agreement and the FeeX Terms of Use and the FeeX Privacy Policy as updated from time to time; (viii) it is solely and fully responsible for any loss, injury and/or damages incurred as a result or in connection with any decision made or action taken or not taken in reliance on such information or analytics made available through the Services, including through the Analysis; (ix) FeeX shall have no responsibility, liability or duty for the administration or management of the Customer's services established or administered using the Services, including without limitation any responsibility or liability towards an End User.

Without limiting any of the foregoing representations, warranties or covenants, Customer represents, warrants and covenants that it has, its Personnel have, and shall maintain during the Term all registrations and licenses required by any governmental or other regulatory authority with applicable jurisdiction in connection with all businesses, operations and other activities for which Customer will use the Services and shall maintain all policies, procedures and internal control required or reasonably designed to comply with all laws, regulations, rules, and regulatory guidance and requirements that apply to the Customer and its Personnel's intended and actual use of the Services and performance under this Agreement.