

## TBTTTS INC. SERVICES AGREEMENT

IMPORTANT: PLEASE READ THIS SERVICES AGREEMENT BEFORE USING ANY SERVICES OF TBTTTS, INC.. INITIATION OF SERVICE INDICATES SUBSCRIBER'S ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

BY REGISTERING FOR THE SERVICES, SUBSCRIBER REPRESENTS AND WARRANTS THAT (a) ALL REGISTRATION INFORMATION SUBMITTED TO TBTTTS, INC. IS ACCURATE AND THAT SUBSCRIBER WILL MAINTAIN THE ACCURACY OF SUCH INFORMATION, (b) SUBSCRIBER IS EIGHTEEN (18) YEARS OF AGE OR OLDER, SUBSCRIBER'S USE OF THE SERVICES WILL NOT VIOLATE ANY APPLICABLE LAW OR REGULATION, AND (c) SUBSCRIBER HAS THE RIGHT AND AUTHORITY, TO ENTER INTO THIS AGREEMENT AND PERFORM HEREUNDER.

- 1) Definitions. The following terms, as used in this Agreement, shall have the meanings set forth below.
- a) Account Information – Subscriber's name, access numbers, account numbers, passwords, customer numbers and other information necessary for Subscriber's access to and use of the Services.
  - b) Administrative Fees – Additional fees charged by TBTTTS, Inc. in connection with the Services.
  - c) Agreement – This Services Agreement.
  - d) Annual Prepay Subscription shall have the meaning ascribed to it in Section 3(b) of this Agreement.
  - e) Annual Subscription shall have the meaning ascribed to it in Section 3(a) of this Agreement.
  - f) Approved Third Party Application. A third party software application approved by Vendor for use in conjunction with the Services.
  - g) Customer Account – Subscriber's account with TBTTTS, Inc., including the particular Services to which Subscriber has subscribed.
  - h) Data Provider Fees – Fees charged by the Data Providers for their content. Data Provider Fees may include an TBTTTS, Inc. Administrative Fee.
  - i) Data Providers – Third parties providing data to TBTTTS, Inc. for distribution to Subscribers, including, but not limited to, stock exchanges.
  - j) Default – The occurrence of any of the following events: (i) Subscriber fails to pay any amount when due; (ii) any Data Provider revokes Subscriber's right to receive the applicable Services or directs TBTTTS, Inc. to discontinue Services to Subscriber; or (iii) Subscriber fails to comply with any of the other terms and conditions of this Agreement.
  - k) Direct Access Broker shall have the meaning ascribed to it in Section 9(g) of this Agreement.
  - l) Fees –
    - i) ***For US residents*** – All Service Fees, Premium Service Fees, Data Provider Fees, Administrative Fees and Taxes.
  - m) TBTTTS, Inc. – means the entity that a Subscriber is contracting with that provides the Services which the Subscriber has elected to receive.

- i) **For residents of any other jurisdiction, including the U.S.** – This entity is either TurnKey Brokerage Solutions or TBTTTS, Inc., whose principal place of business is at 9510 McAneeny Court, Wellington, FL 33414.
  - n) **TBTTTS, Inc. Software** – TBTTTS, Inc.’s proprietary computer program(s)/software designed to be used by a Subscriber on Subscriber-owned hardware in conjunction with a personal computer, cellular telephone or personal digital assistant (PDA) to receive Services.
  - o) **Monthly Subscription** shall have the meaning ascribed to it in Section 3(c) of this Agreement.
  - p) **Premium Services** – Services offered by TBTTTS, Inc. and/or third parties (e.g., an enhanced Service or a third-party add-on study), which include enhanced information and operate in conjunction with the Services.
  - q) **Premium Service Fees** - Fees applicable to Premium Services, which are in addition to the base Service Fees.
  - r) **Real-Time Information** – The processing and transmission of data and information that is initiated by TBTTTS, Inc. in “real time” upon receipt of a Request from Subscriber (as defined by the Data Providers), subject to processing requirements, and inherent limitations of transmission methods, facilities, and Subscriber equipment.
  - s) **Request** – Those orders that Subscriber may make electronically regarding modifications to Subscriber’s Customer Account, including, but not limited to, requests for additional Services, Service cancellation and Customer Account cancellation.
  - t) **Service Facilitators** – Any (i) third party software provider that makes its technology available to TBTTTS, Inc. to facilitate linkage between the Services and any Direct Access Brokers, futures commission merchants or any other entity providing online order execution services; or (ii) person or entity providing Approved Third Party Applications or other products or services that may be offered by TBTTTS, Inc. in conjunction with the Services.
  - u) **Service Fees** – Any fees charged by TBTTTS, Inc. related to the Services, exclusive of Administrative Fees, Data Provider Fees and Premium Service Fees.
  - v) **Services** – Any and all financial, commentary, and news related data and other services offered by TBTTTS, Inc., together with any related Software, technical assistance, support services, training, manuals, documentation or related materials, and communication, transmission or delivery services offered by or through TBTTTS, Inc.. The Services exclude all products, services and other offerings of Service Facilitators and Direct Access Brokers.
  - w) **Software** – The TBTTTS, Inc. Software and software provided by third-parties.
  - x) **Subscriber** – The individual or entity “clicking through” and thereby agreeing to be bound by this Agreement.
  - y) **Subscriber’s Credit Card** shall have the meaning ascribed to it in Section 2(a) of this Agreement
  - z) **Taxes** – All applicable taxes, including, but not limited to, sales, use and VAT taxes.
- 2) **License; Payment**. Subject to the provisions of this Agreement, TBTTTS, Inc. hereby grants Subscriber a non-exclusive, non-transferable, limited license to use the Services for its own internal use and not for further dissemination or redistribution.

In consideration of the Services provided to Subscriber (including Services which Subscriber may elect to receive in the future), Subscriber shall pay the applicable Fees to TBTTTS, Inc. in accordance with the provisions of this Agreement, unless the Fees are paid by a Service Facilitator, in which case the clauses for payment set forth herein shall not be applicable. TBTTTS, Inc. reserves the right to implement Administrative Fees from time to time. All Fees are due in advance. Service Fees (and Premium Service Fees applicable to TBTTTS, Inc. Services) for any partial month shall be prorated on a thirty (30) day per month basis. All Data Provider Fees payable to TBTTTS, Inc. in connection with new subscriptions shall be due and payable in advance for the full calendar month, regardless of when the Services begin during such month. Data Provider Fees applicable to new content added by existing Subscribers shall be payable in advance, pro-rated on a thirty (30) day per month basis from the date such content is added; thereafter, such Data Provider Fees shall be due and payable in advance commencing with the

Subscriber's next billing cycle. TBTTTS, Inc. may also invoice Subscriber on behalf of the Service Facilitators for the products and services offered by such Service Facilitators in conjunction with the Services.

Invoices of TBTTTS, Inc. may be issued in the name of TBTTTS Inc or TurnKey Brokerage Solutions.

- a) Payment by Credit Card\*\*\*: Subscriber hereby authorizes TBTTTS, Inc. and/or any of its affiliates, as applicable, to use the credit card information furnished by Subscriber to TBTTTS, Inc. hereunder for purposes of fulfilling Subscriber's payment obligations under this Agreement. Subscriber further represents and warrants that (i) the credit card information provided to TBTTTS, Inc. (including, but not limited to, card number, expiration date and card holder's name) is valid in all respects and lawfully authorized for use, and (ii) that such credit card belongs to Subscriber or has been authorized for use by Subscriber by the valid cardholder ("Subscriber's Credit Card"). Upon expiration of the Subscriber's Credit Card, Subscriber shall notify TBTTTS, Inc. of the new credit card expiration date and all other relevant information pertaining to the new credit card.

\*\*Inapplicable to multi-user corporate accounts if subject to documented alternate payment arrangements.

- b) Late Fees and Returned Check Charges: Payments not received by the due date designated on each monthly invoice may be assessed a late fee for each Service in an amount equal to TBTTTS, Inc.'s then-current late fee rate, but not less than \$10.00 USD. In addition, returned checks may be subject to a \$10.00 USD returned check charge. Taxes may apply to these charges as well, as required by applicable law.
- c) Fee Changes: All Service Fees, Premium Service Fees and Administrative Fees are subject to change at any time upon thirty (30) days prior notice. In addition, all Data Provider Fees are subject to change in accordance with the policies of each Data Provider, and may occur on less than thirty (30) days prior notice. Subscriber agrees to pay any increases in applicable Service Fees, Premium Service Fees, Administrative Fees and Data Provider Fees, plus applicable Taxes. For Monthly Subscriptions, Fee changes will take effect at the beginning of Subscriber's next billing cycle; such changes shall not apply to Annual Subscriptions or Annual Prepay Subscriptions until their respective contract roll dates.
- d) Disputes: All invoices/statements will be deemed correct and final unless disputed in writing within sixty (60) days after invoice/statement date. All correspondence regarding disputed invoices/statements must include Subscriber's name, address, telephone number and customer number.
- e) Specials; Bundled Service Discounts: Any pricing discounts that may be offered for "bundled Services" (i.e., subscriptions to multiple specified Services) may be extinguished in the event Subscriber cancels a Service included in the bundled offer. In such event, pricing will automatically revert to TBTTTS, Inc.'s and/or the relevant Data Providers' then current pricing structure.
- f) Use of the Services on multiple devices (e.g., Subscriber's home and work computer) at the same time with a single user name, password or similar identifier is strictly prohibited.
- g) Any Software that is downloaded in connection with the Services for or on behalf of any agency or instrumentality of the U.S. Government is commercial computer software developed exclusively at private expense, and the rights of the U.S. Government in such Software shall be as specified in this Agreement, in accordance with FAR 12.212 or DFARS 227.7202-3, as applicable.
- 3) Subscription Options. Available subscription options are set forth below; provided that some Services are not eligible for one or more of the options. Regardless of the subscription option chosen, Premium Service Fees, Data Provider Fees (except as set forth in 3(b) below), Administrative Fees and Taxes are always billed and payable monthly in advance.
- a) Annual Subscription: In an "Annual Subscription," Subscribers sign up for one (1) or more years of Services, which are billed monthly in advance in equal installments. Unless cancelled by the Subscriber as permitted herein, all Annual Subscriptions shall automatically renew for subsequent terms equal to the initial subscription term.

- b) Monthly Subscription: In a “Monthly Subscription,” Subscribers sign up for Services on a month-to-month basis, and all Fees are due monthly in advance. Monthly Non-Professional Subscribers are required to pay by credit card or wire.
  - c) Service Reactivation: Subscribers may reactivate previously cancelled Service (if then available) at any time, subject to payment in full of at least one (1) month of Fees and any past due balance remaining on the Customer Account. Reactivated Services are not eligible for any promotions that may otherwise apply to new subscribers to such Services.
  - d) Additional Services: Subscriber may from time to time subscribe to additional Services, subject to prior receipt of properly executed contracts and/or related amendments (if applicable), and payment of all applicable Fees. All additional Services provided by TBTTTS, Inc. in response to Subscriber’s request(s) shall be governed by the terms and conditions of this Agreement.
  - e) Activation Charges: All first time subscribers, subscriptions to additional Services by existing subscribers, and the reactivation of previously cancelled Services more than one (1) day after the date on which the relevant Services were cancelled, may be subject to activation/reactivation charges.
  - f) All Sales Final: Except to the limited extent set forth in this Agreement regarding Service Fees, all Fees are non-refundable. All Fees are non-transferable.
  - g) Contingencies: Subscriber acknowledges and agrees that notwithstanding any other provision of this Agreement: (i) TBTTTS, Inc.’s ability to grant Subscribers rights relating to the Services is contingent upon all rights, titles, licenses, permissions and approvals obtained by TBTTTS, Inc. pertaining thereto remaining in full force and effect during the term of this Agreement; (ii) in the event certain of TBTTTS, Inc.’s rights, titles, licenses, permissions or approvals pertaining to the Services are cancelled, terminated, rescinded or not renewed, Subscribers’ rights to use the affected portions of the Services shall automatically terminate, which termination shall not constitute a breach by TBTTTS, Inc. of any of its obligations hereunder; (iii) this Agreement is subject to any requirements of the Data Providers under TBTTTS, Inc.’s agreements with such Data Providers, including such additional financial and contractual requirements as may be imposed by such Data Providers from time to time; (iv) TBTTTS, Inc. may be obligated to disclose the existence of this Agreement to certain Data Providers, which disclosure may result in, among other things, the imposition on Subscriber of financial and contractual obligations by such Data Providers; and (v) TBTTTS, Inc. reserves the right to add or delete data from the Services, as it deems appropriate to service all of its Subscribers.
- 4) Free Trial Periods; Limited Money Back Guarantee.
- a) Free Trial Periods: TBTTTS, Inc. may from time to time offer free trial periods of Services to eligible Subscribers. The terms of this Agreement shall apply during any free trial periods, and Data Provider Fees and Taxes may apply. Any free trial period of the Services offered via a Service Facilitator is subject to automatic termination after thirty (30) days.
- 5) Professional/Non-Professional Status.
- a) Non-Professional Status: With respect to Services involving the receipt of financial market information, unless otherwise indicated by Subscriber during the registration process, Subscriber represents and warrants that he/she meets and complies with all requirements for qualification as a “Non-Professional Subscriber” as currently in effect and which may be issued from time to time by NYSE, AMEX, NASDAQ and any other Data Providers that may issue Non-Professional Subscriber qualifications. Subscriber further represents and warrants that the following statements are true and shall continue to be true for as long as Subscriber receives Services hereunder:
    - (i) Subscriber makes this Agreement in his/her own individual capacity and not on the behalf of any firm, corporation, partnership, trust, association or other entity.
    - (ii) Subscriber shall use the Services solely in connection with his/her own individual personal investment activities and not in connection with any trade or business activities.

- (iii) Subscriber is not a securities broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, registered representative of any of the foregoing, member of a securities exchange or association or futures contract market, or an owner, partner or associated person of any of the foregoing.
- (iv) Subscriber is not employed by a bank or an insurance company or an affiliate of either, or any other organization that performs business functions related to securities or commodity futures investment or trading activity.

- b) Professional Status: Professional Subscribers represent that they have read, understood and agree to be bound by the agreements found at the following site: <https://agreement.turnkeybroker.com/public>

Professional Subscribers may also be required to execute hard copy contracts with the Data Providers, as required by the Data Providers from time to time.

- c) Status Changes: If Subscriber's status with respect to any of the foregoing statements is affected or changed in any way, Subscriber shall immediately notify TBTTTS, Inc. in writing of such change. In addition to any other remedies available to TBTTTS, Inc., Subscriber shall be liable to TBTTTS, Inc. for the difference between any Fees paid by the Subscriber as a Non-Professional Subscriber and the Fees applicable to Professional Subscribers for the same type of Services. Further, Professional Subscribers who identify themselves as Non-Professional Subscribers will have their Customer Account cancelled by TBTTTS, Inc. and risk professional exchange fee penalty billing.

6) Security.

- a) Subscriber accepts responsibility for the confidentiality and use of all Account Information and all Requests placed through or under Subscriber's Account Information. All Requests received by TBTTTS, Inc. will be deemed to have been received from, and with the authorization of Subscriber. All Requests shall be deemed to be made at the time received by TBTTTS, Inc. and in the form received.
- b) Subscriber shall notify TBTTTS, Inc. immediately if Subscriber becomes aware of any: (i) loss, theft or unauthorized use of Subscriber's Account Information; (ii) failure by Subscriber to receive an electronic message that a Request initiated by Subscriber has been received and/or executed\*\*; (iii) failure by Subscriber to receive accurate confirmation of a Request or its execution within five (5) business days after submitting the Request; or (iv) receipt of confirmation or electronic message of a Request that Subscriber did not place, or any similarly inaccurate or conflicting report or information.

\*\*Subscriber must provide TBTTTS, Inc. with a current e-mail address.

7) Copyright Protection, Ownership of Services.

- a) All rights, title, and interest in the Services, in all documentation relating to the Services, in the Software (and software documentation) provided to Subscriber in connection with the Services, in all languages, formats, and media throughout the world, including all copyrights, trademarks and service marks therein, are and shall continue to be the exclusive property of TBTTTS, Inc., its affiliates, the Service Facilitators and/or other third party suppliers. SUBSCRIBER SHALL NOT REPRODUCE, RETRANSMIT, DISSEMINATE, SELL, PUBLISH, BROADCAST, CIRCULATE, PROVIDE OR REDISTRIBUTE THE SERVICES OR INFORMATION IN ANY MANNER OR FOR ANY PURPOSES (PERSONAL OR BUSINESS) WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF TBTTTS, INC. AND THE RELEVANT DATA PROVIDERS.
- b) Subscriber shall not disassemble, decompile or reverse engineer the Services, or create any derivative works from the Services.
- c) Subscriber shall not use the Services for any unlawful purpose and shall comply with all reasonable requests by TBTTTS, Inc. to protect the respective rights of TBTTTS, Inc. in the Services.
- d) Upon any termination of this Agreement, Subscriber shall promptly (i) return to TBTTTS, Inc. or destroy all hard-copy versions of the TBTTTS, Inc. Software and documentation relating to the Services, and (ii) purge from its computer systems all electronic or "soft-copy" versions of Software and documentation relating to the Services.

- 8) Export Controls. Certain Software and related documentation or technical information available via the Services may be subject to applicable laws and regulations of the United States pertaining to export controls. By using the Software, Subscriber represents and warrants that:
- a) Subscriber is not a citizen, national or resident of, and is not under the control of any country to which the United States has prohibited exports of such software.
  - b) Subscriber will not download or otherwise export or re-export the Software, directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries.
  - c) Subscriber is not listed on, and is not owned or controlled by anyone listed on, the United States Department of Treasury list of Specially Designated Nationals and Blocked Persons, the United States Department of Commerce Denied Persons or Entity lists.
  - d) Subscriber will not download or otherwise export or re-export the Software, directly or indirectly, to persons on the above mentioned lists.
  - e) Subscriber will not use the Software for, and will not allow the Software to be used for, any purposes prohibited by United States law.

9) Disclaimer of Warranties; Limitation of Liability.

- a) THE SERVICES ARE PROVIDED "AS IS." NEITHER TBTTTS, INC., THE DATA PROVIDERS, THE SERVICE FACILITATORS NOR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF ANY OF THE FOREGOING MAKE ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY ASPECT OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, INFORMATION ACCESS). SUBSCRIBER RECOGNIZES THAT THE ACCURACY OF THE INFORMATION SHOULD BE CHECKED BEFORE SUBSCRIBER RELIES ON IT. NEWS STORIES REFLECT ONLY THE AUTHOR'S OPINION AND NOT THAT OF TBTTTS, INC..

Some jurisdictions do not allow the disclaimer of implied warranties. In such jurisdictions, the foregoing disclaimers may not apply to Subscriber insofar as they relate to implied warranties.

- b) SUBSCRIBER ACKNOWLEDGES AND AGREES THAT TBTTTS, INC. DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR, AND THAT NEITHER TBTTTS, INC., THE DATA PROVIDERS, THE SERVICE FACILITATORS, ANY THIRD PARTY SUPPLIER, NOR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF ANY OF THE FOREGOING SHALL HAVE ANY LIABILITY, WHETHER DIRECT, INDIRECT CONTINGENT OR OTHERWISE, FOR THE TRUTHFULNESS, ACCURACY OR TIMELENESS OF THE SERVICES OR THE TRUTHFULNESS, ACCURACY, TIMELINESS, COMPLETENESS OR CORRECT SEQUENCING OF THE INFORMATION, OR FOR ANY DECISION MADE OR ACTION TAKEN BY SUBSCRIBER IN RELIANCE UPON THE INFORMATION OR THE SERVICES, OR FOR ANY INTERRUPTION OR DELAY OF ANY DATA, INFORMATION, OR ANY OTHER ASPECT OF THE SERVICES.

Some jurisdictions do not permit limitations of liability. In such jurisdictions, the foregoing limitations may not apply to Subscriber.

- c) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SUBSCRIBER'S MAXIMUM RECOVERY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION THAT IMPOSES LIABILITY, WHETHER IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT OR OTHERWISE, SHALL BE LIMITED TO AND NOT EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, ACTIONS, AND CAUSES OF ACTION OF EVERY KIND AND NATURE, THE LESSER OF: (I) THE AMOUNT OF THE SERVICE FEES (INCLUDING PREMIUM SERVICE FEES APPLICABLE TO TBTTTS, INC. PRODUCTS) PAID TO TBTTTS, INC. UNDER THIS AGREEMENT FOR THE ONE MONTHS PERIOD PRIOR TO THE TIME SUCH LIABILITY AROSE

Some jurisdictions do not permit limitations of liability. In such jurisdictions, the foregoing limitations may not apply to Subscriber.

- d) IN NO EVENT WILL TBTT, INC., THE DATA PROVIDERS, THE SERVICE FACILITATORS, OR ANY THIRD PARTY SUPPLIER, OR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE OR AFFILIATE OF ANY OF THE FOREGOING BE LIABLE TO SUBSCRIBER, SUBSCRIBER'S CUSTOMERS OR ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, TRADING LOSSES, OR DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY, ERROR OR LOSS OF THE USE OF THE SERVICES), OR CLAIMS ARISING IN TORT (INCLUDING NEGLIGENCE), EVEN IF TBTT, INC., THE DATA PROVIDERS, THE SERVICE FACILITATORS OR OTHER THIRD PARTY SUPPLIERS HAVE BEEN ADVISED OF OR ARE OTHERWISE AWARE OF THE POSSIBILITY OF ANY OF THE FOREGOING.

Some jurisdictions do not permit limitations of liability. In such jurisdictions, the foregoing limitations may not apply to Subscriber.

- e) SUBSCRIBER UNDERSTANDS AND AGREES THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED BY OR THROUGH THE SERVICES IS DONE AT SUBSCRIBER'S OWN DISCRETION AND RISK AND THAT SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO SUBSCRIBER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL. SUBSCRIBER EXPRESSLY UNDERSTANDS AND AGREES THAT TBTT, INC. DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, COMPLETENESS, LEGALITY, RELIABILITY, OPERABILITY OR AVAILABILITY OF THE SERVICES. TBTT, INC. DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY OR UNTIMELY DELIVERY OF ANY OF THE SERVICES. TBTT, INC. DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION OR MATERIAL THROUGH THE SERVICES, INCLUDING, WITHOUT LIMITATION, FOR HARM CAUSED BY VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES.

Some jurisdictions do not permit limitations of liability. In such jurisdictions, the limitations of clauses (b) – (e) above may not apply to Subscriber.

- f) SUBSCRIBER ACKNOWLEDGES AND AGREES THAT NEITHER THE SERVICES NOR ANY OF THE INFORMATION ARE INTENDED TO SUPPLY INVESTMENT, FINANCIAL, TAX OR LEGAL ADVICE. THE SERVICES ARE NOT INVESTMENT ADVICE AND A REFERENCE TO A PARTICULAR INVESTMENT OR SECURITY, A CREDIT RATING, OR ANY OBSERVATION CONCERNING A SECURITY OR INVESTMENT PROVIDED IN THE SERVICES IS NOT A RECOMMENDATION TO BUY, SELL OR HOLD SUCH INVESTMENT OR SECURITY OR TO MAKE ANY OTHER INVESTMENT DECISIONS. TBTT, INC. OFFERS NO ADVICE REGARDING THE NATURE, POTENTIAL VALUE, OR SUITABILITY OF ANY PARTICULAR SECURITY, TRANSACTION, INVESTMENT OR INVESTMENT STRATEGY. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE USE OF THE SERVICES AND INFORMATION, AND ANY DECISIONS MADE IN RELIANCE UPON THE SERVICES AND INFORMATION, ARE MADE AT SUBSCRIBER'S OWN RISK
- g) ANY ONLINE ORDER EXECUTION SERVICES SUBSCRIBER MAY UTILIZE IN CONNECTION WITH THE SERVICES ARE PROVIDED BY INDEPENDENT BROKER-DEALERS, PROP TRADING GROUPS, CLEARING FIRMS OR FUTURES COMMISSION MERCHANTS OR SIMILAR ENTITIES (COLLECTIVELY, "DIRECT ACCESS BROKERS") AND NOT BY TBTT, INC.. IN ORDER TO UTILIZE SUCH SERVICES, SUBSCRIBER MUST HAVE AN EXISTING ACCOUNT WITH A DIRECT ACCESS BROKER OR SUBSEQUENTLY ESTABLISH AN ACCOUNT WITH A DIRECT ACCESS BROKER. TBTT, INC. IS NOT A DIRECT ACCESS BROKER, IS NOT AFFILIATED WITH ANY DIRECT ACCESS BROKERS AND DOES NOT ENDORSE OR RECOMMEND THE SERVICES OF ANY DIRECT ACCESS BROKER. THE DIRECT ACCESS BROKER SUBSCRIBER SELECTS IS SOLELY RESPONSIBLE FOR ITS SERVICES TO SUBSCRIBER, AND SUBSCRIBER AGREES THAT NEITHER TBTT, INC., THE DATA PROVIDERS, THE SERVICE FACILITATORS NOR ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, OR AFFILIATE OF ANY OF THE FOREGOING SHALL BE LIABLE FOR ANY DAMAGES OR COSTS OF ANY TYPE WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUBSCRIBER'S USE OF SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, TRADING LOSSES AND DELAYS, INTERRUPTIONS, ERRORS, OMISSIONS, OR MALFUNCTIONS IN RESPECT TO THE ORDERS TRANSMITTED BY SERVICE FACILITATORS OR DATA DISTRIBUTED BY DATA PROVIDERS. IN

ADDITION, SUBSCRIBER ACKNOWLEDGES THAT TBTTTS, INC. MAY COLLECT INFORMATION ABOUT SUBSCRIBER'S TRADING ACTIVITY FOR USE SOLELY IN ADMINISTERING TBTTTS INC.'S RELATIONSHIP WITH THE DIRECT ACCESS BROKER.

- h) NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THIS AGREEMENT MAY BE BROUGHT BY SUBSCRIBER MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.
  - i) NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED SO AS TO LIMIT TBTTTS, INC.'S LIABILITY FOR ANY DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR ANY LOSS OR DAMAGE CAUSED BY ITS FRAUD.
- 10) Indemnification and Release. Subscriber shall defend, indemnify and hold TBTTTS, Inc., the Data Providers, the Service Facilitators and any third party suppliers, and their respective officers, directors, employees, agents, representatives and affiliates harmless from and against any and all claims, losses, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees) arising from or relating to: (i) Subscriber's use of the Services; (ii) Subscriber's breach or violation of this Agreement; or (iii) Subscriber's infringement of any third-party's intellectual property rights, including, but not limited to, copyright, proprietary, and privacy rights. By using the Services Subscriber hereby releases TBTTTS, Inc., the Data Providers, the Service Facilitators and any third party suppliers, and their respective officers, directors, employees, agents, representatives and affiliates from any and all claims, demands, debts, obligations, damages (actual or consequential), costs, and expenses of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that Subscriber may have against them arising out of or in any way related to the Services. ***For U.S. residents – SUBSCRIBER HEREBY WAIVES ALL LAWS THAT MAY LIMIT THE EFFICACY OF SUCH RELEASES. FOR EXAMPLE, SUBSCRIBER EXPRESSLY WAIVES ANY RIGHTS OR BENEFITS UNDER CALIFORNIA CIVIL CODE SECTION 1542 OR ANY EQUIVALENT OR SIMILAR STATUTE. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."***
- 11) Data Providers and/or Service Facilitators
- a) Enforcement Right. The Data Providers and/or Service Facilitators may enforce this Agreement against Subscriber by legal proceedings or other appropriate means insofar as the Data Provider and/or Service Facilitator seeks to enforce any contractual right it is entitled to enforce in accordance with an agreement between the Data Provider and/or Service Facilitator and TBTTTS, Inc..
  - b) Service Facilitators. TBTTTS, Inc. may from time to time have agreements with third party software providers that make their technology available to TBTTTS, Inc. to facilitate linkage between the Services and any Direct Access Brokers, futures commission merchants or any other entity providing online order execution services. Such access arrangements may be varied or terminated by TBTTTS, Inc. or by the third party software providers without notice to Subscriber. Subscriber acknowledges that TBTTTS, Inc. does not act as your agent, or as agent for a Direct Access Broker, in any transactions using online trading services accessed through the Services. The Direct Access Broker Subscriber select is solely responsible for its services to Subscriber, and Subscriber agrees that TBTTTS, Inc. is not responsible for, and shall not be liable for any damages or costs of any type whatsoever arising out of or in any way connected with, Subscriber's use of such services.
  - c) Third Party Software Access Fees. Subscriber agrees that TBTTTS, Inc. is entitled to receive, and may retain for its own use and benefit in addition to the Fees, any remuneration agreed to be payable by any third party software provider to TBTTTS, Inc. in connection with Subscriber's use of a technology software linkage between the Services and any Direct Access Brokers.



12) Termination.

a) By TBTTTS, Inc..

- (i) TBTTTS, Inc. may terminate this Agreement (which includes all Services under the same Customer Account) immediately without prior notice in the event of Subscriber's Default.
- (ii) TBTTTS, Inc. reserves the right to restrict, terminate, suspend or cancel any Service (or portion thereof), Customer Account, or this entire Agreement, in full or in part, at any time and for any reason, without prior notice and without liability.
- (iii) If any of the Data Providers furnishing data or other information utilized in the Services discontinue transmission of such data or information or cease to furnish same in a manner that is compatible with TBTTTS, Inc.'s equipment, TBTTTS, Inc. may terminate as much of this Agreement as is affected by the discontinued data or information, without advance notice and without incurring any liability to Subscriber.
- (iv) In the event Subscriber is using an Approved Third Party Application, this Agreement will automatically terminate upon any termination of TBTTTS, Inc.'s agreement with the Service Facilitator providing the Approved Third Party Application.
- (v) In the event Subscriber is using an Approved Third Party Application and Subscriber's Agreement with the Service Facilitator terminates for any reason, TBTTTS, Inc. reserves the right to terminate this Agreement with immediate effect, without prior notice and without liability.

b) By Subscriber. Subscriber may request cancellation of a Service or Subscriber's Customer Account at any time upon written notice to TBTTTS, Inc., or by calling TBTTTS, Inc.'s customer service department at the number(s) posted on TBTTTS, Inc.'s website, [www.turnkeybroker.com](http://www.turnkeybroker.com). Certain Services may also be canceled by Subscriber electronically in the self-maintenance section of Subscriber's account. Cancellation shall take effect at the beginning of Subscriber's next billing cycle; any cancellation request received less than twenty-four (24) hours prior to the beginning of Subscriber's next billing cycle, shall not take effect until the following billing cycle.

c) Effect of Termination. Upon termination of any Service all unpaid Fees applicable to such Service shall become immediately due and payable and Subscriber authorizes TBTTTS, Inc. to apply any unpaid balance to any other active Customer Account held by Subscriber. In addition, upon termination of the license to use any of the Services, Subscriber will cease to use such Services, including the Data, and will promptly delete or destroy all copies it may have of the Data and Software, except to the extent Subscriber is required to retain portions of the Data for regulatory compliance purposes. Upon Vendor's request, Subscriber shall produce written certification that the Data and Software have been purged from Subscriber's computer systems, and copies or portions thereof destroyed.

d) Limited Refund of Applicable Fees. TBTTTS does not offer any refund of fees whatsoever.

13) Audit. Subscriber agrees to keep complete and accurate books, records and related documentation concerning Subscriber's use of the Services. During the term of this Agreement and for a three (3) year period thereafter, TBTTTS, Inc. and/or the Data Providers shall have the right, during normal business hours and upon reasonable notice to Subscriber, to (i) audit and review relevant portions of those records and, to the extent applicable, (ii) audit the manner of use of and access to the Services by Subscriber, in each case to confirm that usage has been accurately determined and restrictions on access and use have been observed. The costs of such audit shall be borne by TBTTTS, Inc. unless such audit reveals a material variance in the use of and access to the Services from the use and access contemplated by this Agreement, in which case Subscriber shall pay to TBTTTS, Inc. (i) all fees and charges relating to the unauthorized use of the Services discovered during such audit and (ii) all reasonable audit expenses incurred by TBTTTS, Inc..

14) Miscellaneous.

- a) Modifications to this Agreement. TBTTTS, Inc. reserves the right to change or modify any and all of the terms of this Agreement upon notice to Subscriber. Use of the Services following any such change or modification constitutes Subscriber's express agreement to be bound by this Agreement as so changed or modified.
- b) Waiver. Failure of any party to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.
- c) Governing Law and Jurisdiction.
  - i) ***For residents of any jurisdiction, including the U.S.*** – This Agreement will be governed by and construed in accordance with the laws of the State of New York without application of the principles of conflicts of law. Any legal action or proceeding arising under this Agreement will be brought exclusively in the Federal or state courts located in the State of Florida and the parties hereby consent to the personal jurisdiction and venue therein.
- d) Force Majeure. Neither TBTTTS, Inc., nor any of the Data Providers, Service Facilitators or third-party suppliers, nor any of their respective officers, directors, employees, agents, representatives or affiliates shall be liable for any loss resulting from, and TBTTTS, Inc.'s and the Data Providers' performance under this Agreement shall be excused in the event of, any interruption and/or delay due to any cause over which such entities do not have direct control, including, but not limited to, acts of God, acts of any government, terrorism, war or other hostility, civil disorder, the elements, fire, earthquake, explosion, power failures, equipment failure, industrial or labor dispute, acts of Data Providers, acts of Service Facilitators, acts of third-party information providers, third-party software, third-party hardware, or communication method interruption.
- e) Incorporated Terms. For Services provided to Subscriber by or through any website owned by TBTTTS, Inc., the Website Terms and Conditions posted at <http://www.turnkeybroker.com/index.php/online-trading-disclaimer/>, are hereby incorporated by reference as if "TBTTTS, Inc." as defined in those terms and conditions was "TBTTTS, Inc." as defined in this Agreement. In the event of a conflict between such incorporated terms and those set forth herein, the terms specified in this Agreement shall prevail.
- f) Entire Agreement. This Agreement (including all documents incorporated herein by reference) constitutes the entire understanding between the parties with regard to its subject matter and supersede any and all prior representations and agreements, oral or written.
- g) Headings. The headings appearing herein are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of the applicable clause or this Agreement.
- h) Severability. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, such provision shall be valid and enforceable to the extent permitted by applicable law and the validity and enforceability of the other provisions shall not be affected thereby.
- i) Assignment. This Agreement shall not be assignable by Subscriber, either in whole or in part. TBTTTS, Inc. reserves the right to assign its rights and obligations under this Agreement and this agreement shall be binding upon its successors and assigns.
- j) Notices by TBTTTS, Inc. Notices by TBTTTS, Inc. to Subscriber may be delivered to the postal or email address currently recorded for Subscriber in the records of TBTTTS, Inc.. Subscriber hereby expressly consents to electronic delivery of notices hereunder. It is the responsibility of Subscriber to keep Subscriber's email address current at all times.

k) Notices by Subscriber.

- i) **By residents of any jurisdiction, including the U.S.** – Except as otherwise provided herein, all written notices permitted or required hereunder to be given by a Subscriber to TBTTTS, INC., shall be sent to TBTTTS, Inc. at the following office address: TBTTTS, Inc., 9510 McAneeny Court, Wellington, FL 33414 Attention: Customer Service, or by e- mail to the following e-mail address: [support@turnkeybroker.com](mailto:support@turnkeybroker.com).

All notices shall be deemed to have been given upon actual receipt by TBTTTS, Inc..

- l) Controlling Language. English is the controlling language of this Agreement. Any version of this Agreement appearing in any other language shall be for accommodation only and shall not bind the parties.
- m) Survival. The provisions of Sections 1, 6-11, 12(c), 12(d), 13 and 14 of this Agreement, along with any unsatisfied payment obligation of Subscriber, shall survive termination or expiration of this Agreement. Without limiting the foregoing, all provisions of this Agreement which, by their nature, impose continuing obligations, shall survive termination of this Agreement.

Ver. 06.19.13