



eVALUEator[®]

Subscription Agreement

WHEREAS, Provider makes available certain information (the "Data"), which may be used to morally evaluate US mutual funds and publicly traded companies; and

WHEREAS, Provider desires to protect the confidentiality and proprietary value of the Data, both oral and written, of whatever nature thereto; and

WHEREAS, Subscriber desires to access the Data, and understands the importance of maintaining the confidentiality of the Data.

NOW THEREFORE, the parties hereto agree as follows:

1. **The Data.** Data is and shall remain the exclusive property of Provider. Except as specifically set forth herein, Subscriber, its agents, officers, directors, representatives, employees, attorneys, and any and all other persons affiliated and/or associated with Subscriber (the "Affiliates") in any manner whatsoever shall not disclose to any party, parties, entity, entities or any creation or creations of law, in any form whatsoever either directly or indirectly the content of the Data unless compelled to do so under governmental process and/or as ordered by a court of competent jurisdiction.
2. **Subscription.** Data is offered by subscription only, and is made available exclusively through electronic means. Subscriber understands that three subscription levels are available, as set forth as Exhibit "A". Subscriber may elect to upgrade a subscription at any time by remitting the additional (weekly prorated) fee for the upgrade, at which time the original subscription anniversary will be replaced and the new anniversary date will be the date of the upgrade. Annual subscription funds received will be credited pro rata towards the upgrade.
3. **Performance.** Immediately, or as soon as reasonably practicable, upon receiving your initialed acknowledgements and subscription fee from Subscriber, Provider will facilitate internet access to Provider's Data. Subscriber shall have no rights under this contract to any use of the Data except as set forth herein.
4. **Merchantability.** Provider makes no warranty, either express or implied, as to the merchantability or serviceability of the Data for any purpose or purposes whatsoever.
5. **Data.** Provider gathers its information from sources it believes to be reliable. Provider makes no warranty or guarantee however, as to the accuracy or completeness of the Data.
6. **Breach.** READ THIS SECTION CAREFULLY. By acknowledging your agreement to the terms and conditions herein, you are hereby specifically agreeing to the following:

Prohibited Purchases: The following are specifically forbidden from purchasing a subscription to the Service, and any and all use or uses of the Data offered under this Agreement. Such purchase shall be an immediate breach of this Agreement and subject to the remedies set forth herein, and such additional remedies as may be available to eVALUEator Services LLC.

- a. Money managers, including but not in any way limited to advisors and sub-advisors of open end and closed end mutual funds and unit investment trusts, including persons and entities who are affiliates of or in any way affiliated with mutual funds or unit investment trusts. If you are a money manager or manager of a registered investment company, please refer to the Gold Pro Subscription level.
- b. Persons who are employed by, affiliates of or affiliated in any way with entities of any type that are in direct or indirect competition with eVALUEator Services, LLC.

All Subscription levels: the Data is being provided to Subscribers exclusively for the purpose of, directly or indirectly through financial professionals, providing individual investors, who are natural persons, with the information contained in the Data. Any other use whatsoever is strictly prohibited.

Any disclosure of Data by Subscriber or Affiliates, other than in accordance with the provisions set forth herein, shall be in breach of this Agreement, and Subscriber hereby stipulates and agrees that in the event of a breach or attempted breach of this Agreement, Provider shall be entitled to injunctive relief to obtain specific performance of this Agreement and shall be entitled to recover its costs and attorneys' fees in connection therewith.

Enforcement of Covenants: Without limiting the applicability or enforceability of any other remedies set forth herein, Subscriber agrees that an actual breach of this Agreement by Subscriber will result in irreparable harm to Provider and that the damages resulting from such breach will be difficult to accurately determine. Accordingly, the parties warrant, covenant, and agree that in the event Subscriber breaches the terms of this agreement, Subscriber shall pay Provider liquidated damages in the amount of \$50,000 per incident, plus all reasonable and necessary costs and out-of-pocket expenses incurred by Provider to prosecute each such breach under this Agreement.

7. **Confidentiality.**

- a. Subscriber warrants, covenants, and agrees that neither Subscriber nor Subscriber's affiliates will manufacture, effect, or produce, or allow others to manufacture, effect, or produce a copy or copies, in paper, electronic or any other form whatsoever, the Data or any portion thereof for any purpose whatsoever, except in the event Subscriber is a financial professional in which instance, Subscriber may use Data **exclusively** with Subscriber's own **individual clients who are natural persons**. Other individual accounts will be reviewed on a case by case basis.
- b. Subscription is on an individual basis only; Subscriber may not share the Data with any party or parties except in the event Subscriber is a financial professional in which instance, Subscriber may use Data **exclusively** with Subscriber's own individual clients who are natural persons.
- c. For the purposes of this Agreement, the definition of "financial professional" shall be strictly and specifically limited to the following: 1) a FINRA series 6 or series 7 licensed broker dealing exclusively with individual investors who are natural persons; or 2) a licensed insurance agent exclusively offering variable annuities or variable life policies to individual investors who are natural persons; or 3) certified financial planners who deal exclusively with individual investors who are natural persons; or 4) registered investment advisors who deal exclusively with individual investors who are natural persons; or 5) persons whose scope of service to individual investors who are natural persons is in any combination of numbers 1 – 4 above. Use by any other person, persons or creations of law are strictly prohibited.

() **BY PLACEMENT OF YOUR INITIALS HERE, YOU SPECIFICALLY RECOGNIZE AND ACCEPT THE PENALTIES SET FORTH HEREIN. YOU FURTHER CERTIFY THAT YOU:**

- 1) ARE A FINANCIAL PROFESSIONAL AS DEFINED HEREIN,
- 2) WILL PROVIDE, SHARE, AND MAKE AVAILABLE THE DATA EXCLUSIVELY TO YOUR NATUAL PERSON CLIENTS,
- 3) ARE AFFIRMING AND CERTIFYING THAT YOU ARE NOT A MONEY MANAGER, EMPLOYEE, OFFICER, AFFILIATE OF OR AFFILIATED WITH ANY MUTUAL FUND, UNIT INVESTMENT TRUST, OR ANY COMPANY DIRECTLY OR INDIRECTLY IN COMPETITION WITH eVALUEator SERVICES, LLC.

8. **Agreement.** This Agreement as set forth herein constitutes the entire agreement and understanding of the parties hereto as to the subject matter hereof, and supersedes all previous agreements and discussions between the parties hereto as to matters addressed herein. No party shall be bound by any representation with respect to the subject matter of this Agreement other than as expressly set forth herein. This Agreement may be amended or modified only by the express written consent of the parties hereto.
9. **Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, except that any conflict of law rule of that jurisdiction that may require reference to the laws of some other jurisdiction shall be disregarded.
10. **Arbitration.** Any conflict arising out of or as a result of this Agreement shall be resolved by Arbitration conducted under the then applicable rules of the American Arbitration Association, with said Arbitration taking place in Orlando, Florida.
11. **Severability.** If any provision of this Agreement shall be deemed void, invalid, or unenforceable by a court of competent jurisdiction for any reason, the remaining provisions of the Agreement shall survive and continue in full force and effect.
12. **Assignment.** This Agreement may not be assigned or transferred by Subscriber by operation of law or otherwise without the prior written consent of Provider.
13. **Force Majeure.** In the event Provider is unable to perform its obligations or duties under the terms of this Agreement because of acts of God, strikes, riots, acts of war, equipment failures, or power or other utility failures or damage or other cause reasonable beyond its control, Provider will not be liable for any losses, damages, costs, charges, counsel fees, payments, expenses or liability whatsoever to any other party resulting from such failure to perform its obligations or duties under this Agreement or otherwise from such causes. In any such event, the Provider shall be excused from any further performance and observance of the obligations so affected (and from any related indemnity obligations) for as long as such circumstances prevail provided Provider uses commercially reasonable efforts to recommence performance or observance as soon as practicable. Under such circumstances, Provider's sole obligation to Subscriber shall be to extend the subscription of this Agreement an equal amount of time for any period, in excess of twenty-four consecutive hours, that Provider is unable to perform.

() **BY PLACING MY INITIALS HEREIN, I HEREBY ATTEST THAT I HAVE READ THE EVALUEATOR SUBSCRIPTION AGREEMENT IN ITS ENTIRETY, AND AGREE TO ALL THE TERMS AND CONDITIONS SET FORTH THEREIN.**

EXHIBIT A

- () **Bronze Level Subscriber:** Data at the Bronze Level is limited to 50 moral analyses of mutual funds per month.

Each report subscriber accesses includes the top five (5) violating companies (as a percentage of the total assets in the fund) held in the fund being reported. Subscriber acknowledges that additional Data about violating companies is not available at the Bronze level.

Bronze annual subscription: \$400

- () **Silver Level Subscriber:** Data at the Silver Level includes 100 moral analyses of mutual funds per month, plus disclosure of the top ten (10) violating companies (as a percentage of the total assets in the fund), including detailed reports on each of the top ten (10) violating companies. Fund search filters and favorites are also included at the Silver subscription level. Subscriber acknowledges that further Data of individual issues (companies) is not available at the Silver level.

Silver annual subscription: \$600 pre-paid annual subscription, or available in a quarterly or weekly subscription as explained in Exhibit "B".

Simultaneous access ports (for sales assistants, etc) \$60 each (maximum three).

- () **Gold Level Subscriber:** Data at the Gold Level includes Data at the Silver level, plus an additional 100 fund moral analyses, and disclosure of the top fifteen (15) violating companies (as a percentage of the total assets in the fund) in each fund plus detailed information broken down into sub-screens and quick links for each violating company. Gold level Subscribers also receive access to up to 200 reports on publicly traded companies (individual issues) per month that demonstrate whether the selected company(ies) are in violation of the screens, and if so, violation(s) summaries are broken into sub-screens and displayed for each occurrence. Equity filters and favorites are also provided at the Gold level.

Gold annual subscription: \$1600 pre-paid annual subscription, or available in a quarterly or weekly subscription as explained in Exhibit "B".

Simultaneous access ports (for sales assistants, etc): \$160 each, per year (maximum three).

By affixing my signature, subject to the terms and conditions of the Agreement to which terms I hereby acknowledge, I hereby subscribe to the eVALUEator Services, LLC subscription level indicated above. I understand that I may elect to upgrade a Bronze or Silver level subscription at any time by remitting the additional (prorated) fee for the upgrade as explained on Exhibit "B" attached.

Entered into this _____ day of _____, 20____,

By _____
Signature of Subscriber

Typed or printed name of Subscriber

EXHIBIT B

For Installment Subscribers

Installment Agreement (Silver Level only)

By agreeing to the quarterly installment payment option for your one-year subscription, you acknowledge by your signature below that eVALUEator Services LC will be collecting your payment in three(3) equal subsequent installments of \$180 each following an initial payment of \$180 at the time you subscribe. You further understand that this agreement is an annual, non-cancellable and non-assignable subscription, and that by signing below you are agreeing to the quarterly price set forth in EXHIBIT "A" of the Subscription Agreement, and your failure to complete this transaction as agreed will result in a breach of the Agreement, and be subject to the penalties set forth therein.

(____) Please initial here to establish your annual subscription to the Silver quarterly level installment payment option.

By agreeing to the monthly installment payment option for your one-year subscription, you acknowledge by your signature below that eVALUEator Services LC will be collecting your payment in eleven (11) equal subsequent installments of \$65 each following an initial payment of \$65 at the time you subscribe. You further understand that this agreement is an annual, non-cancellable and non-assignable subscription, and that by signing below you are agreeing to the monthly price set forth in EXHIBIT "A" of the Subscription Agreement, and your failure to complete this transaction as agreed will result in a breach of the Agreement, and be subject to the penalties set forth therein.

(____) Please initial here to establish your annual subscription to the Silver monthly level installment payment option.

Installment Agreement (Gold Level only)

By agreeing to the quarterly installment payment option for your one-year subscription, you acknowledge by your signature below that eVALUEator Services LC will be collecting your payment in three (3) equal subsequent installments of \$450 each following an initial payment of \$450 at the time you subscribe. You further understand that this agreement is an annual, non-cancellable and non-assignable subscription, and that by signing below you are agreeing to the quarterly price set forth in EXHIBIT "A" of the Subscription Agreement, and your failure to complete this transaction as agreed will result in a breach of the Agreement, and be subject to the penalties set forth therein.

(____) Please initial here to establish your annual subscription to the Gold level quarterly installment payment option.

By agreeing to the monthly installment payment option for your one-year subscription, you acknowledge by your signature below that eVALUEator Services LC will be collecting your payment in eleven (11) equal subsequent installments of \$180.00 each following an initial payment of \$180.00 at the time you subscribe. You further understand that this agreement is an annual, non-cancellable and non-assignable subscription, and that by signing below you are agreeing to the quarterly price set forth in EXHIBIT "A" of the Subscription Agreement, and your failure to complete this transaction as agreed will result in a breach of the Agreement, and be subject to the penalties set forth therein.

(____) Please initial here to establish your annual subscription to the Gold level monthly installment payment option.

By completing the credit card information, you acknowledge you are applying for the installment agreement purchase option available on the purchase of a Silver or Gold Pro Subscription level of the eVALUEator Services, LC web data service. You understand that this subscription is an annual subscription, the payment will be drawn from the credit card account you enter below for twelve months, and you waive the necessity for eVALUEator Services, LC to contact you prior to requesting and receiving the payments.

By my signature below I hereby subscribe to the eVALUEator Services, LLC subscription level indicated above, and agree to abide by the terms set forth within the Subscription Agreement, and Installment Agreement.

Acknowledged this _____ day of _____, 20____,

By

Signature of Subscriber

Typed or printed name of Subscriber