

## FTJ FUNDCHOICE TERMS OF SERVICES AND USE AGREEMENT

Effective Date: May 30, 2017

This Terms of Services and Use Agreement ("Agreement") is made by and between you ("You" or "Your") and FTJ FundChoice, LLC ("FTJFC", "We" or "Our" or "Us"), located at 2300 Litton Lane, Suite 102, Hebron, Kentucky 41048. You have been provided this Agreement along with Your FTJFC Account Application and Account Application Addendum, and you acknowledged receipt and acceptance of this Agreement in those documents. In addition, by clicking on "I ACCEPT" the first time You access and use the FTJFC website ("Website"), You are again acknowledging and agreeing that: (1) Sections II and III of this Agreement specifically apply each time You use the Website; and (2) Sections I and III of this Agreement specifically apply to Your Account (as defined below) managed by Your Advisor (as defined below) and for which FTJFC provides the various administrative services (the "Program") detailed in this Agreement. There are three types of Accounts covered by this Agreement: (a) an Account established pursuant to Your enrollment in an investment advisory, asset allocation and investment management program through which FTJFC makes available to Your Advisor various model allocations "Model Portfolios" from various investment advisers, referred to herein as the "Strategists," (the "Program Account"); (b) a Program Account which is separately managed by both Your Advisor and a Strategist ("SMA Account"); or (c) an Account where Your Advisor (as defined below), directs the investments in the Account ("Self-Directed Account"). The Program Account, SMA Account, and Self-Directed Account may be referred to individually as an "Account" or collectively as the "Accounts". Certain terms of this Agreement, which are noted accordingly, may only apply to Program Accounts, SMA Accounts, or Self-Directed Accounts. If You select an SMA account, you also agree to retain the Strategist pursuant to the terms of this Agreement, and that Strategist, if selected, becomes incorporated as a party to this Agreement.

We reserve the right to change this Agreement from time to time by posting a notice of such change on Our Website, or by notifying You of changes either electronically or by mail. It is Your responsibility to check the Website and this Agreement from time to time for modifications. Continued use of the Website after any modifications of this Agreement will constitute acceptance of such modifications. If You do not consent to this Agreement, do not use the Website. You and FTJFC agree as follows:

I. **Terms and Conditions Applicable to the Accounts.** The following terms and conditions apply to Your Accounts and the services relating thereto:

1. **Controlling Agreements.** Your Account is governed by the terms and conditions of this Agreement, which is incorporated by reference and made a part of the most recent version of the FTJFC Account Application or Application Addendum that is executed by You (the "Application"); (this Agreement, the Application and any other agreements entered into by You and Us after the date you accept this Agreement are referred to as the "FTJFC Agreements"). This Agreement supersedes and replaces in its entirety any prior Terms of Services and Use Agreement executed by and among You, FTJFC, and Your financial advisor ("Advisor"), with respect to Your Account, if any. If there is a conflict between this Agreement and the Application, this Agreement shall prevail. Your Advisor and, as applicable, the Strategist, has agreed to be bound by the terms and conditions of this Agreement as if a party hereto. This Agreement is separate from your agreements with Your Advisor. If there is a conflict between Your agreements with Your Advisor and this Agreement or any other agreement with FTJFC or a Strategist, this Agreement and any other agreements with FTJFC or a Strategist shall prevail.

2. **Advisor Services.** Promptly upon enrollment, Your Advisor will initiate the steps necessary to open an Account on Your behalf. Advisor will be available to You during Advisor's normal business hours to perform the "Advisor Services", including consultation with You regarding the administration of Your Account and Your financial situation or investment needs. As part of the Advisor Services, Advisor will also furnish on-going advice as to the investment of the Account based on Your needs, objectives and instructions. You acknowledge that you have authorized pursuant to your agreement(s) with Your Advisor, and this Agreement shall further evidence your authorization of, Your Advisor, and/or the Strategists for any SMA Account, to send written instructions to FTJFC on your behalf (and of FTJFC to act on those instructions).

**FTJFC will not provide any advisory services or investment advice to You at any time.**

3. **FTJFC Services.** During the Term, FTJFC will perform administrative services, recordkeeping services, and support relating to the administration of Your Accounts. FTJFC will provide access to this internet site or other sites for You to access Your Account information (collectively the "FTJFC Services"). All trade confirmations for trades in the Account will be available to You and Your Advisor on-line (for up to sixty days), in your Account's transaction history, and in monthly or quarterly statements.

4. **Your Account and Responsibilities.** You understand and acknowledge that FTJFC is not acting as Your investment advisor and does not have any duties or obligations with respect to You except to provide the administrative services as specifically noted in this Agreement. Except as expressly provided below for SMA Accounts, you understand and acknowledge that the Strategists have no responsibility to You. You shall rely solely on Your Advisor for investment advice and You or Your Advisor will be responsible for directing the investment and reinvestment of the assets in the Account inclusive of the selection of the various Strategists models.

For SMA Accounts, You understand and acknowledge that You and Your Advisor are responsible for selecting the Strategist, and the Strategist is responsible for directing any investment or reinvestment of assets within the SMA Account. Further, You appoint the Strategist assigned to each SMA Account to act as Your agent and attorney-in-fact with discretionary power to buy, sell, or otherwise effect transactions in stocks, options, bonds, mutual funds, exchange traded funds and any other securities for Your Account. Strategists may offer tax management techniques, including tax loss harvesting and capital gain management, but You acknowledge that there is no guarantee any tax management technique will be successful, and transactions in accounts not managed by the Strategists could create "wash sales" causing losses to be disallowed or deferred. Further, tax management techniques can adversely impact your investment performance which may cause Your Account's performance to vary significantly from any selected model. You

acknowledge that Strategists do not offer tax advice and that You are fully responsible for any taxes due upon gains recognized in Your Account. You shall have the right to impose reasonable restrictions with respect to the management of Your SMA Account, including restricting investments in certain securities, provided that any such restrictions are subject to the approval of each Strategist. Each Strategist shall be reasonably available to You for joint consultation, along with Your Advisor, regarding the management of Your SMA Account and Your financial situation and objectives.

Your Account will initially be invested in accordance with the information You provided to Your Advisor, with the Strategist(s) and Model Portfolio(s) set forth in the Application. Thereafter, You may direct the Advisor to make changes to Your Account from time to time by providing instructions to the Advisor. You agree to promptly advise Your Advisor of any changes or modifications to Your objectives or financial situation, and any specific investment restrictions relating to Your Account. You further agree to promptly notify Your Advisor in writing if You consider any investments recommended made for an Account a violation of such investments or restrictions or if any Account statement reflects an error in the execution of Your directions.

You understand that in Program Accounts and SMA Accounts, the Strategists may periodically rebalance and adjust each Model Portfolio. You understand that you are subject to the fund minimums and short-term redemption fees as stated in the applicable mutual fund prospectus. You hereby instruct and direct that Your Account be invested in accordance with all adjustments and rebalancing of the Model Portfolio identified on the Application, assigned through the FTJFC website, or provided by other acceptable means. Further, Your Account will be invested accordingly unless and until You expressly instruct the Advisor to terminate such automatic adjustment and rebalancing, execute written or electronic instructions to change the Strategist or Model Portfolio in which the Program Account is invested, or the Strategist or Model Portfolio is terminated from the FTJFC platform. You will receive notification of all transactions executed in Your Account in compliance with the foregoing instruction at minimum on a quarterly basis in the form of an account statement to be provided to You by Custodian (as defined below). For Program Accounts, if You or your Advisor vary Your portfolio in any way from a Model Portfolio or the Strategist and/or Model Portfolio is terminated from the FTJFC platform, You acknowledge and agree that Your portfolio is thereafter deemed a Self-Directed Account and not a Program Account (with a Model Portfolio designed by a Strategist). Self-Directed Accounts will not be rebalanced, and will be adjusted only upon specific instructions from You or Your Advisor. In the event that cash is required to be generated in the Account to satisfy fee billing, distribution request, or other purposes, You authorize FTJFC to deduct such amounts from Your account. Positions will be redeemed pro-rata unless otherwise specified. Furthermore, You authorize FTJFC to redeem Your holdings, at FTJFC's discretion, in order to obtain the required funds.

You agree that during the Term, You shall: (a) assent to (either electronically or in writing) the FTJFC Agreements, which You acknowledge governs the relationships of the parties; (b) if enrolling in a Program or SMA Account, accurately complete and update the information provided in the Application; and (c) maintain the security of any passwords used to access the Account, and immediately notify FTJFC of a breach or suspected breach of the passwords. By assenting to this Agreement, You hereby give permission to FTJFC to provide the Advisor and/or Strategist with access to Your Account information.

5. Custody and Portfolio Transactions. You have entered into an agreement with TD Ameritrade to serve as the independent "qualified custodian" for Your Account(s), not FTJFC, for custodial and brokerage services relating to Your Account. Pursuant to such agreement, the "qualified custodian" (referred to in this Agreement as "Custodian") will maintain possession of all the funds and securities in Your Account. Except as specified below for SMA Accounts, the Custodian will also execute trades, either directly or through another broker-dealer, for Your Account. As described in Section [3] above, FTJFC shall perform recordkeeping services pertaining to Your Account. In order to transfer assets from Your Account to another account held in Your name at a bank, savings association, broker-dealer or other "qualified custodian" as that term is defined in applicable regulations, You shall provide written direction to the Custodian in accordance with the requirements of the Custodian.

For SMA Accounts, Strategists may choose to execute trades through brokers or dealers other than Custodian. In such cases, the Strategist shall seek to obtain the best price and execution for Your Account. This shall not obligate the Strategist to solicit competitive bids for each transaction or to seek the lowest commission cost available to Your Account, as long as the Strategist reasonably believes the broker or dealer selected on the particular transaction can be expected to obtain a "best execution" market price and determines in good faith that the cost is reasonable relative to the value of the brokerage services provided by the broker to the Strategist, as may be consistent with applicable rules promulgated by the SEC. In particular, the Strategist may, in accordance with Section 28(e) of the Securities Exchange Act of 1934, cause brokers executing transactions in Your Account to be paid commissions in excess of those another broker or dealer might charge, after determining in good faith that such amount of commission is reasonable in relation to the value of the services provided to the Strategist by broker. It is also understood that the Strategist may combine transactions in Your Account with those of other clients and may request the broker executing such transactions record the price as the average of the prices at which the broker executes such transactions. The foregoing provisions are intended to require the Strategist to adhere to the fiduciary standards required of an investment advisor under all federal and state laws, and interpretations of those laws, applicable to the services and transactions contemplated in this Agreement.

**FTJFC will not provide any custody services to You at any time.**

6. Advisory Fees. You will pay an advisory fee (the "Advisory Fees") as specified in the schedule included on the Application, Fee Change Form, or such other fully executed form. Based on the schedule provided, FTJFC will calculate the amount of the Advisory Fees and deduct them from your account. Advisory Fees will be deducted from a designated sweep fund, if applicable, or the account's largest position at the time fees are processed. If neither the sweep fund nor the account's largest position contains sufficient funds to pay the applicable fees, FTJFC may redeem holdings in any fund(s) in Your portfolio, at FTJFC's discretion. You shall pay the Advisory Fee monthly in arrears. If Your Account was not open for the entire month used to compute the Advisory Fee, the Advisory Fee will be pro-rated based upon the number of days that the Account was open during such month. You acknowledge that the Advisory Fee may be distributed among Advisor and an affiliated Corporate Registered Investment Advisor, if applicable. All Advisory Fees are paid to the Advisor; FTJFC does not receive any of the Advisory Fees. You understand that assets invested in shares of certain investments or with other investment companies may be subject to additional fees and expenses, as set forth in the prospectuses of those funds, and that these fees and expenses are ultimately borne by You.

7. Administration Fees. You will pay an administration fee and an account maintenance fee (the “Administration Fees”) as specified on the Application, Application Addendum, or other such form. Fees will be deducted from a designated sweep fund, if applicable, or the account’s largest position at the time fees are processed. If neither the sweep fund nor the account’s largest position contains sufficient funds to pay the applicable fees, FTJFC may redeem holdings in any fund(s) in Your portfolio, at FTJFC’s discretion. You shall pay the Administration Fees monthly in arrears. If Your Account was not open for the entire month used to compute the Administration Fees, the Administration Fees will be pro-rated based upon the number of days that the Account was open during such month. You acknowledge and agree that FTJFC may change the Administration Fees (both the amount and the type of Administration Fee charged) from time to time upon notice to You and Your Advisor, which may be given by mail, electronically, or by posting a notice of such Administration Fee change on the Website. You acknowledge that the Administration Fee will be distributed among FTJFC and certain Strategists. In addition, FTJFC may at its discretion, distribute a portion of the Administration Fee to the Advisor. You understand that assets invested in shares of certain investments or with other investment companies may be subject to additional fees and expenses, as set forth in the prospectuses of those funds, and that these fees and expenses are ultimately borne by You.

8. Trading and Custody Fees. For Program Accounts allocated to Model Portfolios containing exchange traded funds (ETFs) only, You will pay a trading and custody fee on the aggregate amount of ETF assets in the Model Portfolio in an amount as specified on the Application, Application Addendum, or other such form. The Trading and Custody Fee is billed and collected in the same manner as the Administration Fees, and You shall pay the Trading and Custody Fee monthly in arrears. If Your Account was not open for the entire month used to compute the Trading and Custody Fee, the Fee will be pro-rated based upon the number of days that the Account was open during such month. You acknowledge and agree that FTJFC may change the Trading and Custody Fee (both the amount and the type of Trading and Custody Fees) from time to time upon notice to You and Your Advisor, which may be given by mail, electronically, or by posting a notice of such Trading and Custody Fee change on the Website. You acknowledge that the Trading and Custody Fee will be distributed among FTJFC and certain Strategists. This fee covers general charges for trading execution costs and certain administration fees that may be charged by the Custodian.

9. Strategist Fees. Fees charged by each Strategist vary, and their fees are in addition to other fees charged by FTJFC and the Advisory Fees charged by your Advisor. You acknowledge that any allocation made to a Program Account and/or SMA Account to which a Strategist Fee applies will be billed and the fee deducted from Your Account. Strategist Fees are billed and collected in the same manner as the Administration Fees. You acknowledge and agree that FTJFC may change the Strategist Fees (both the amount and the type of Strategist Fee charged) from time to time upon notice to You and Your Advisor, which may be given by mail, electronically, or by posting a notice of such Strategist Fee change on the Website. You acknowledge that the Strategist Fee will be distributed to the corresponding Strategist. For a complete list of Strategist Fees, please see the applicable FTJFC Brochure.

10. Form ADV Part 2A Brochure Delivery. Advisor is registered as an investment advisor with the Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended or a registered investment advisor under state specific jurisdiction. You acknowledge receipt of Advisor’s Form ADV Part 2A (“Brochure”), or a disclosure statement containing the equivalent information, or, if applicable, a disclosure statement containing at least the information required by the Wrap Brochure, if You are entering into a wrap fee program sponsored by Advisor. In addition, you acknowledge that Advisor has delivered to you a copy of FTJFC’s applicable Brochure. Furthermore, if you are establishing an SMA Account, you acknowledge receipt of the Brochure of the Strategist(s).

11. Proxy Voting and Shareholder Materials. You retain the right to receive shareholder materials relating to securities held in Your Account and shall retain the right to vote any voting securities and direct the voting of proxies with respect to such securities. FTJFC does not and will not exercise proxy-voting authority over Your securities. Except as otherwise noted below for SMA Accounts, the obligation to vote Your proxies shall at all times rest with You or Your Advisor depending upon the terms of Your Advisory Agreement. Should FTJFC inadvertently receive proxy information or shareholder materials for a security held in Your Account, such information shall be promptly forwarded to You or Your Advisor. Further, neither FTJFC, nor Your Advisor, nor the Strategist will advise or act for You with respect to any legal matters, including bankruptcies or class actions, with respect to securities held in Your Account.

For SMA Accounts, You direct the Strategist(s) to exercise proxy-voting authority and receive all shareholder materials for applicable assets, and You represent that under applicable instruments and governing law, You are authorized to make such direction. Such direction may be amended by You at any time by delivering written notice to Your Advisor, and Your Advisor shall promptly deliver any such notice to the Strategist(s). You understand and agree that the terms and conditions of Your election to receive shareholder materials and vote proxies, or to delegate to the Strategist, is subject to the terms and conditions imposed by the Custodian and each Strategist You select.

12. Investment Risk. Neither FTJFC, nor Your Advisor, nor the Strategist(s) guarantees the future performance of Your Account or any specific level of performance, the success of any investment decision or strategy that the Strategist may use (if applicable), or the success of Advisor’s overall management of the Account. You understand that investment decisions made for the Account by Your Advisor or Strategist are subject to various markets, currency, economic, political, business and other risks, and that such investment decisions may not be profitable. You hereby acknowledge that the price of securities can and will fluctuate, and any mutual fund, ETF or other investment may become valueless.

13. Trustees and Fiduciaries. If this Agreement is entered into by a trustee or other fiduciary, including but not limited to someone who meets the definition of “fiduciary” under the Employee Retirement Income Security Act of 1974 (“ERISA”) or an employee benefit plan subject to ERISA, such fiduciary represents and warrants that the Client’s participation in the Account is permitted by relevant governing instrument of such entity or plan, and that the Client is duly authorized to enter into this Agreement. The Client further represents that the person executing and delivering this Agreement on behalf of the Client is a “named fiduciary” as defined by the relevant governing instrument.

## II. Terms and Conditions Applicable to the Website.

This Agreement specifically applies to Your use of the FTJFC Website. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE WEBSITE OR ANY INFORMATION CONTAINED ON THIS WEBSITE. YOUR ACCESS AND USE OF THIS WEBSITE CONSTITUTES YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS AND CONDITIONS SET FORTH BELOW.

1. **Ownership.** The Website, including without limitation, any information, software, photographs, images, video, audio, graphics, or text on the Website ("FTJFC Content"), and all patent, copyright, trademark, trade dress, domain name, trade secret, and other proprietary rights therein are the sole property of FTJFC and various third party owners. You agree to abide by all applicable intellectual property laws and any additional restrictions set forth on the Website in relation to FTJFC Content.
2. **Limited License.** Permitted Uses. You are granted a single non-exclusive, non-transferable, revocable license (a) to access and use the Website strictly in accordance with this Agreement; (b) to use the Website solely for personal purposes; and (c) to print out discrete portions of the FTJFC Content from the Website solely for personal purposes, provided that You maintain all copyright and other policies contained therein. You agree that You are solely responsible for acquiring and maintaining a computer that can handle and access the Website.
3. **Use of Website.** By using the Website, You represent that You are at least 18 years old and are a resident of the United States, and that You are accessing and reviewing information on the Website that You are authorized to access and review. If You are under 18 or not a U.S. resident, do not use the Website. FTJFC does not intend for the Website to be used by children. Except as expressly authorized herein, you may not reproduce, copy, transmit, sell, license, display, distribute, publish, broadcast, circulate, modify, disseminate or commercially exploit the FTJFC Content in any manner (including electronic, print or any other media now known or hereafter developed). FTJFC may change or restrict Your use of the Website at any time without notice. You also agree not to use the Website for any unlawful purpose or in any manner that could damage, disable, overburden or impair any server, or the network(s) connected to any server of FTJFC, or interfere with any other party's use and enjoyment of the Website. You may not attempt to gain unauthorized access to the Website or any services, other accounts, computer systems or networks connected to any server or to any of the services, through hacking, password mining or any other means. Any and all caching, hypertext linking to the Website or framing of any FTJFC Content is prohibited without FTJFC's prior written consent. FTJFC reserves the right to disable any unauthorized links or frames. In addition, you agree to not reverse engineer, disassemble, or decompile any section or technology on the Website.
4. **Potential Disruption of Service.** Access to the Website may from time to time be unavailable, delayed, limited, or slowed due to, among other things: (a) hardware failure, including among other things failures of computers (including your own computer), servers, networks, telecommunication lines and connections, and other electronic and mechanical equipment; software failure, including among other things bugs, errors, viruses, configuration problems, incompatibility of systems, utilities, or applications, the operation of firewalls or screening programs, unreadable codes, or irregularities within particular information, documents or other content; (b) overload of system capacities; (c) damage caused by severe weather, earthquakes, wars, insurrection, riots, civil commotion, act of God, accident, fire, water damage, explosion, mechanical breakdown, or natural disasters; (d) interruption (whether partial or total) of power supplies or other utility service; (e) strikes or other stoppage (whether partial or total) of labor; (f) governmental or regulatory restrictions, exchange rulings, court or tribunal orders, or other human intervention; or (g) any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond the control of FTJFC.
5. **Monitoring by FTJFC.** FTJFC, its affiliates and agents (including Third Party Service Providers) are entitled, but not obligated, to monitor Your use of the Website to evaluate the quality of service You receive, Your compliance with this Agreement, the security of the Website, or for other reasons. You agree that these monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which FTJFC, its affiliates and agents (including Third Party Service Providers) monitor your use of the Website and enforce or fail to enforce this Agreement or any other applicable agreements or guidelines. In no event will FTJFC, its affiliates, agents and Third Party Service Providers be liable for any costs, damages, expenses or any other liabilities incurred by You as a result of any monitoring activities.
6. **Trademarks.** The name FTJ FundChoice® is a protected mark of FTJFC. Unauthorized use of trademarks, service marks or logos owned by FTJFC is strictly prohibited and may also be a violation of federal and state trademark laws.
7. **Copyright.** The Website and the FTJFC Content is protected by U.S. copyright laws. The Website, the FTJFC Content, and the intellectual property rights contained therein are owned by FTJFC, its affiliates, and certain third party providers. Except as expressly provided under "Use of Website" section above, You may not use, reproduce, modify, transmit, distribute or publicly display any part of the Website or FTJFC Content without the prior written consent of FTJFC.
8. **Third Party Links.** The Website may contain links to third party websites. FTJFC makes no representation regarding the content or accuracy of any website that You may access through the Website. FTJFC does not monitor and is not responsible for the content found on other websites that are linked from the Website. FTJFC does not imply endorsement, recommendation or sponsorship for any linked website or the services, products or advice described on the site, and FTJFC shall have no liability for its content, including its accuracy, subject matter, quality or timeliness, or any personal information that You provide to such site. USE OF SUCH THIRD PARTY WEBSITES IS AT YOUR OWN RISK. The views, opinions, statements, offers or other information or content expressed therein are those of the respective author(s) or distributor(s), not of FTJFC.
9. **Use of Third Party Service Providers.** FTJFC may use third party service providers to assist in providing the Website and any of the FTJFC Content with or without notice to you (each a "Third Party Service Provider" and collectively the "Third Party Service Providers"). FTJFC may also change the Third Party Service Providers or may itself provide the Website and any of the FTJFC Content without the assistance of any Third Party Service Provider. You consent and authorize FTJFC to delegate the authorizations you provide to Us to Our Third Party Service Providers as We deem necessary or desirable to provide the Website and any of the FTJFC Content to You. You agree that the terms and conditions of this Agreement, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such Third Party Service Providers and such Third Party Service Providers are deemed to be third party beneficiaries of this Agreement. You also agree that all references to FTJFC within this Agreement and any incorporated terms are also deemed to include, where applicable, FTJFC's agents, such as the Third Party Service Providers.

10. Third Party Services. We may allow access to or advertise certain third-party product or service providers ("Merchants") from which You may purchase certain goods or services. You understand that We do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between You and Merchants. You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE.
11. Third Party Merchant Policies. All rules, policies (including privacy policies) and operating procedures of Merchants will apply to You while on any Merchant sites. We are not responsible for information provided by You to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.
12. No Investment Advice or Recommendations. Although the Website and FTJFC Content may include material about investment processes, advisory services provided by your Advisor, as well as research commentary relating to various securities, FTJFC is not providing investment advice through the Website and does not represent that any such funds or other investments are suitable. You and your Advisor have made Your own independent evaluation of the investment merits and suitability of any listed funds or other investments. The Website and any of the FTJFC Content shall not be deemed to be a solicitation, recommendation or endorsement of a transaction by FTJFC or any Third Party Service Provider. The information may reflect individual authors' analyses as of the published date. You and Your Advisor may have different, and possibly less favorable, analyses. You also acknowledge that the FTJFC Content does not constitute legal, tax, investment, financial or other advice.
13. Security. While FTJFC uses commercially reasonable efforts to protect the security of the Website and its content, FTJFC does not make warranties or representations regarding the security of Website or its content. Data sent over the Internet may be intercepted by third parties; if You are concerned about the security of Your data, You should not send it over the Internet. In addition, FTJFC may disclose information to its employees, representatives, officers, agents and affiliates, as well as a government entity or any other third-party agent or data or information provider: (a) for any purpose related to the conduct of FTJFC's business or to the offering, providing, or maintaining of the Website; (b) to comply with applicable rules, orders, subpoenas or other legal process, or in order to give information to any government agent or official requesting such information; and/or (c) for any other legitimate business purpose.
14. DISCLAIMERS OF WARRANTIES. THE ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS OF THE FTJFC CONTENT IS NOT GUARANTEED. FTJFC RESERVES THE RIGHT TO MAKE CHANGES AND CORRECTIONS TO THE FTJFC CONTENT AT ANY TIME, WITHOUT NOTICE. HOWEVER, FTJFC MAKES NO COMMITMENT TO UPDATE THE INFORMATION AND YOU ASSUME THE ENTIRE RISK AS TO THE USE OF THE WEBSITE. THE FTJFC CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE." FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) DO NOT WARRANT THE ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS OF THE FTJFC CONTENT, TEXTS, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED IN THE WEBSITE. FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) PROVIDE NO GUARANTY AGAINST THE POSSIBILITY OF DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY PART OF THE FTJFC CONTENT OR OF UNAUTHORIZED USE BY YOU OF THE WEBSITE.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, MARKETABILITY, PROFITABILITY, SUITABILITY, NON-INFRINGEMENT, SECURITY, NONINTERFERENCE, TITLE, ACCURACY, ERROR-FREE AND UNINTERRUPTED SERVICES, AND ANY WARRANTY ARISING FROM ANY COURSE OF DEALING, TRADE PRACTICE OR COURSE OF PERFORMANCE. FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) DO NOT WARRANT, GUARANTY, OR MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OR ASSUME ANY LIABILITY TO YOU REGARDING (a) THE USE OR THE RESULTS OF THE USE OF THE FTJFC CONTENT, INCLUDING, WITHOUT LIMITATION, ANY FINANCIAL RESULTS BASED ON USE OF THE FTJFC CONTENT OR ANY DELAY OR LOSS OF USE OF THE FTJFC CONTENT, OR (b) WEBSITE PERFORMANCE AND EFFECTS ON OR DAMAGES TO SOFTWARE AND HARDWARE IN CONNECTION WITH ANY USE OF THE WEBSITE OR THE FTJFC CONTENT. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM FTJFC OR THROUGH THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

15. LIMITATIONS OF LIABILITY AND INDEMNIFICATION. FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) SHALL NOT HAVE ANY RESPONSIBILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES YOU MAY INCUR FROM ANY RELIANCE BY YOU ON FTJFC CONTENT OR FOR THE RELIABILITY, ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS THEREOF, OR FOR ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY PART OF THE FTJFC CONTENT, OR FOR ANY USE BY YOU OF THE WEBSITE.

IN ADDITION TO, AND WITHOUT LIMITING THE FOREGOING, FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION OF A COMPUTER VIRUS OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT, OR OTHERWISE IMPEDE IN ANY MANNER THE AVAILABILITY OF THE FTJFC CONTENT OR ANY OF YOUR COMPUTER, SOFTWARE, HARDWARE, DATA OR PROPERTY.

IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) MAKES NO REPRESENTATIONS AND ASSUMES NO LIABILITY REGARDING THE QUALITY,

SAFETY, ACCURACY, OR SUITABILITY OF ANY CONTENT OR SOFTWARE FOUND ON ANY OTHER SITE NOT UNDER FTJFC'S DIRECT AND IMMEDIATE CONTROL.

FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU RELATED IN ANY WAY TO YOUR USE OF THE FTJFC CONTENT. EXCEPT AS OTHERWISE PROVIDED BY LAW, FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) SHALL HAVE NO LIABILITY FOR LOSSES CAUSED BY THE NEGLIGENCE, ACTIONS OR FAILURE TO ACT BY FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) OR ANY THIRD-PARTY, AND TO THE EXTENT PERMITTED BY LAW, NONE OF FTJFC, ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) OR ANY THIRD-PARTY SHALL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (REGARDLESS OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE), OR FOR ANY LOSS THAT RESULTS FROM A CAUSE OVER WHICH FTJFC OR ANY OTHER SUCH ENTITY DOES NOT HAVE CONTROL, INCLUDING, BUT NOT LIMITED TO, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, UNAUTHORIZED ACCESS, STRIKES, FAILURES OF COMMON CARRIER OR UTILITY SYSTEMS, SEVERE WEATHER, AND/OR OTHER CAUSES COMMONLY KNOWN AS "ACTS OF GOD."

AS A CONDITION OF YOUR USE OF THE WEBSITE, YOU HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS FTJFC, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTROL PERSONS, VENDORS, LICENSORS AND AGENTS, (INCLUDING ANY THIRD PARTY SERVICE PROVIDERS) AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) ARISING OUT OF OR RELATED TO YOUR BREACH OF YOUR AGREEMENTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT OR YOUR USE OF THE WEBSITE (a) IN VIOLATION OF THIS AGREEMENT, (b) IN VIOLATION OF ANY RIGHTS OF FTJFC OR ANY OTHER PERSON OR PARTY, INCLUDING COPYRIGHT, PATENT, TRADE SECRET, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND PUBLICITY AND PRIVACY RIGHTS, OR (c) IN VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION. THIS INDEMNIFICATION SHALL BE BINDING UPON YOU AND YOUR EXECUTORS, HEIRS, SUCCESSORS AND ASSIGNS.

16. User ID and Password. You are required to have a user ID and password to access certain areas of the Website. You are responsible for maintaining the confidentiality of Your user ID and password and are responsible for all uses of them, regardless of whether the uses were authorized by You. FTJFC prohibits the transfer or sharing of user IDs and passwords. You agree to immediately notify FTJFC of any unauthorized use of Your user ID or password or any other breach of security.
17. Linking to the Website. You may not link to the Website prior to obtaining written permission from FTJFC, which may be withheld in FTJFC's sole discretion.
18. Information and Press Releases. The Website contains information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.
19. Your Registration Obligations. You represent that You are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about Yourself as prompted by the registration form ("Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If You provide any information that is untrue, inaccurate, not current or incomplete, or FTJFC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FTJFC has the right to suspend or terminate Your account and refuse any and all current or future use of the Website.
20. General Practices Regarding Use and Storage. You agree that FTJFC has no responsibility or liability for the deletion or failure to store any messages and other communications or other content. You acknowledge that FTJFC reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that FTJFC reserves the right to modify these general practices and limits from time to time.
21. Termination. You agree that FTJFC may, *in its discretion, and without prior notice*, immediately terminate Your Website account and any associated email address.
22. Violation of Agreement. FTJFC reserves the right to seek all remedies available at law and in equity for violations of the rules and regulations set forth in this Agreement and the Privacy Policy, including, but not limited to, the right to block access from a particular Internet address to the Website.
23. Severability. In the event any of the terms or conditions of this Agreement shall be held unenforceable, the remaining terms and conditions shall remain in full force and effect.
24. Governing Law. This Agreement will be governed by the law of the state of Kentucky, without regard to conflicts of law principles thereof.
25. Assignment. This Agreement and your rights and obligations hereunder may not be assigned by You. FTJFC may assign this Agreement or any of the rights or obligations under them to a company affiliated with FTJFC, or to a successor, an assignee or any other third party, to the extent not prohibited by applicable law, regulation, or statute.
26. Waiver. FTJFC's failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on the part of FTJFC to exercise any power or right given to FTJFC in this Agreement, or a continued course of such conduct on the part of FTJFC, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to FTJFC in this Agreement are cumulative and not exclusive of any other rights or remedies that FTJFC otherwise has at law or equity.
27. Contacting FTJFC. If You have Website questions, comments, or concerns, please call Us at (800) 379-2513. You consent to the recording of any telephone call with Us.

### III. General Terms and Conditions Applicable to the Accounts and the Website.

1. **Confidentiality and Privacy.** Except as otherwise agreed in writing or as required by law, Advisor and FTJFC will exercise due care in keeping confidential Your personally identifiable non-public information. FTJFC and Advisor will use Your personally identifiable non-public information only as necessary to effectuate the purposes of this Agreement. By signing this Agreement, You authorize both Advisor and FTJFC to provide a copy of this Agreement to any broker dealer or other party to a transaction for the Account. In compliance with the Securities and Exchange Commission's Regulation S-P (Privacy of Consumer Financial Information), which was adopted to comply with Section 504 of the Gramm-Leach-Bliley Act, Advisor and FTJFC have disclosed to You their policies and procedures regarding the use and safekeeping of personal information, including, if applicable, how You may avoid ("opt out" of) having Your information shared. See attached "FTJFC Privacy Policy" at the end of this document.

2. **Entire Agreement; Assignment; Governing Law.** The FTJFC Agreement, FTJFC's Privacy Policy, exhibits to the Agreement, and the documents referenced or incorporated by reference herein, represent the entire Agreement among the parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements or negotiations among the parties with respect to the subject matter hereof. FTJFC is permitted to assign the Agreement to the extent not prohibited by applicable law, regulation, or statute, and FTJFC may delegate certain of its responsibilities hereunder from time to time. FTJFC will provide notice of any assignment to Strategists. The Agreement shall be governed in all respects by the laws of the State of Kentucky, without reference to its choice of law rules. In order for an amendment to be effective against FTJFC, it must be either posted on the Website or pursuant to a writing signed by FTJFC.

3. **Term; Termination; Survival.** This Agreement shall become effective as of the date it is assented to by You, and, with respect to the Accounts, shall remain in full force and effect until You, FTJFC, Advisor or, as applicable, Strategist delivers written notice to the others of its intention to terminate this Agreement. Such termination will take effect thirty (30) days after such written notice is delivered, or at a later date as stated in the written notice. Notwithstanding a valid termination, You, FTJFC, Advisor and, as applicable, Strategist agree that all transactions in progress as of the effective date of termination will be completed in the normal course of business. Those terms, provisions and sections of this Agreement hereby shall survive termination as necessary to give effect thereto. By way of example, and not limitation, the following provisions shall survive termination: Section II, Paragraphs 6, 7, 8, 14, 15, 24, 25 and 26 and Section III, Paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14.

4. **Arbitration.** Any controversy or claim, including, but not limited to, transactions relating to Your Account, errors and omissions arising out of, or relating to, this Agreement (or any other agreement You may enter into with us, whether entered into prior, on or subsequent to the date that You accept this Agreement), shall be determined by arbitration. The arbitration shall be held in Cincinnati, OH under the rules of the American Arbitration Association by arbitrators familiar with the securities industry, and the judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You understand that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under federal or state securities laws. In such case, any judicial actions shall take place in the federal or state courts located in Cincinnati, OH. You irrevocably consent and submit to the exclusive personal jurisdiction of that court, and You irrevocably waive any jurisdictional, venue or inconvenient forum objections to such court. Arbitration is final and binding on the parties.

5. **Limitations on Liability.**

A. YOU AGREE AND UNDERSTAND THAT FTJFC, ALL OF THE AFFILIATES OF FTJFC, AND EACH PERSON WHO CONTROLS OR IS ASSOCIATED WITH FTJFC, AND ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE FOREGOING (THE "FTJFC PARTIES") WILL NOT BE LIABLE FOR:

- (a) ANY LOSS THAT YOU MAY SUFFER BY REASON OF ANY INVESTMENT DECISION MADE OR OTHER ACTION TAKEN OR OMITTED IN GOOD FAITH BY ADVISOR;
- (b) ANY LOSS ARISING FROM ADVISOR'S ADHERENCE TO YOUR WRITTEN OR ORAL INSTRUCTIONS;
- (c) ANY ACT OR FAILURE TO ACT BY THE CUSTODIAN, ANY BROKER OR DEALER TO WHICH ADVISOR DIRECTS TRANSACTIONS FOR THE PROGRAM ACCOUNT, OR BY ANY OTHER THIRD PARTY INCLUDING, BUT NOT LIMITED TO, STRATEGISTS;
- (d) YOUR USE OF THE WEBSITE AND THE CONTENT CONTAINED THEREIN; OR
- (e) ANY LOSS THAT YOU SUFFER ARISING FROM A CAUSE BEYOND THE CONTROL OF FTJFC, ADVISOR AND/OR STRATEGIST, INCLUDING, BUT NOT LIMITED TO, AN ACTION BY ANY MILITARY, CIVIL OR REGULATORY AUTHORITY, A CHANGE IN LAW OR REGULATION, FIRE, FLOOD, EARTHQUAKE, STORM OR SIMILAR ACT OF GOD, RIOT, ACT OF TERRORISM, LABOR STRIKE, WAR OR CIVIL UNREST, A DISRUPTION, IMPERFECTION OR OUTAGE OF TELECOMMUNICATIONS, POWER OR OTHER UTILITY, ELECTRICAL DISTURBANCES, BROWNOUTS, FAILURES OR UNAVAILABILITY OF, OR ERRORS IN, THIRD PARTY SYSTEMS, EQUIPMENT AND SOFTWARE, OR ANY OTHER SIMILAR CAUSE.

B. IN NO EVENT WILL THE FTJFC PARTIES BE LIABLE TO ANY PARTY (INCLUDING, WITHOUT LIMITATION, YOU) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE FTJFC PARTIES HAD BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE.

C. IN NO EVENT WILL THE FTJFC PARTIES' LIABILITY FOR ANY DAMAGES TO ANY PARTY, INCLUDING WITHOUT LIMITATION, TO YOU, IN THE AGGREGATE EVER EXCEED THE AMOUNT OF THE FEES ACTUALLY RECEIVED BY FTJFC FROM YOU IN THE SIX (6) MONTH PERIOD PRIOR TO THE TIME WHEN THE CAUSE OF ACTION ACCRUED.

D. EXCEPT FOR NEGLIGENCE AND MALFEASANCE, OR VIOLATION OF APPLICABLE LAW, NEITHER THE STRATEGIST

NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES SHALL BE LIABLE FOR ANY LOSSES FOR ANY ACTIONS PERFORMED OR OMITTED TO BE PERFORMED BY STRATEGIST OR FOR ANY OF STRATEGIST'S ERRORS IN JUDGMENT IN MANAGING YOUR SMA ACCOUNT. THE LOSSES REFERRED TO IN THIS PARAGRAPH INCLUDE, BUT ARE NOT LIMITED TO, LOSSES DUE TO MARKET FLUCTUATIONS THAT OCCUR WHILE NEW ACCOUNTS, CONTRIBUTIONS, WITHDRAWALS AND/OR ACCOUNT ADJUSTMENTS ARE BEING PROCESSED, THAT RESULT FROM TRADING OR EXCHANGE LIMITATIONS IMPOSED BY A THIRD PARTY, OR THAT RESULT FROM DELAYS IN TRADING OR REBALANCING YOUR SMA ACCOUNT THAT ARE CAUSED BY LIMITATIONS IMPOSED BY A THIRD PARTY, OR ANY OTHER CAUSES OVER WHICH THE STRATEGIST HAS NO REASONABLE CONTROL.

E. THE FEDERAL AND STATE SECURITIES LAWS IMPOSE LIABILITIES UNDER CERTAIN CIRCUMSTANCES ON PERSONS WHO ACT IN GOOD FAITH, THEREFORE, NOTHING IN THE PRECEDING PARAGRAPH OR ELSEWHERE IN THIS AGREEMENT SHALL CONSTITUTE A WAIVER OR LIMITATION BY YOU OF ANY OF YOUR LEGAL RIGHTS UNDER APPLICABLE FEDERAL OR STATE SECURITIES LAWS OR ANY OTHER LAWS WHOSE APPLICABILITY IS NOT PERMITTED TO BE CONTRACTUALLY WAIVED.

F. YOU ACKNOWLEDGE THAT THE FTJFC PARTIES, ADVISOR, CUSTODIAN, AND STRATEGIST AND THEIR RESPECTIVE EMPLOYEES AND AGENTS, ARE NEITHER AGENTS NOR EMPLOYEES OF EACH OTHER NOR OF ANY OF THEIR AFFILIATES, AND THAT NO SUCH PARTY SHALL BE LIABLE TO YOU OR ANY OTHER SUCH PARTY FOR ANY ACT OR OMISSION OF ANOTHER SUCH PARTY OR ITS EMPLOYEES ON THE BASIS OF A PRINCIPAL'S LIABILITY FOR THE ACTS OR OMISSIONS OF ITS AGENT, OR ON THE BASIS OF AN EMPLOYER'S LIABILITY FOR THE ACTS OR OMISSIONS OF ITS EMPLOYEE.

6. Disclaimers of Warranties. YOUR ACCOUNT, ANY SERVICES RELATING THERETO, THE PROGRAM, WHERE APPLICABLE, AND THE WEBSITE (AND ITS CONTENT), ARE PROVIDED ON AN "AS IS, WHERE IS" BASIS WITH NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. AS WITH ALL INVESTMENTS, THE PROGRAM AND THE INVESTMENTS IN YOUR ACCOUNT INVOLVES RISK, AND THE FTJFC PARTIES DO NOT MAKE ANY GUARANTEES OR WARRANTIES WITH RESPECT TO THE PROGRAM, THE INVESTMENTS IN YOUR ACCOUNT, THE FTJFC SERVICES, THE ADVISOR SERVICES, THE SUCCESS OF INVESTMENTS WITHIN THE PROGRAM OR IN YOUR ACCOUNT, OR OTHER ITEMS OR SERVICES RELATING TO THE PROGRAM OR YOUR ACCOUNT. THE FTJFC PARTIES DO NOT GUARANTEE THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE PROGRAM, THE WEBSITE (AND ITS CONTENT) OR YOUR ACCOUNT INFORMATION. THE FTJFC PARTIES DO NOT CONTROL THE INTERNET, AND CANNOT GUARANTEE THAT THE WEBSITE AND ON-LINE ACCESS TO YOUR INFORMATION WILL ALWAYS BE AVAILABLE.

7. No Waiver by Client of Certain Rights. THE PARTIES HEREBY ACKNOWLEDGE THAT FEDERAL AND STATE SECURITIES LAWS IMPOSE LIABILITIES IN LIMITED CIRCUMSTANCES ON PERSONS WHO OTHERWISE ACT IN GOOD FAITH. NOTHING IN THIS AGREEMENT SHALL OPERATE TO WAIVE ANY OF THOSE RIGHTS TO THE EXTENT THAT THEY CANNOT BE WAIVED UNDER SUCH FEDERAL OR STATE SECURITIES LAWS. SOME STATES DO NOT ALLOW THE TYPES OF LIMITATIONS AND DISCLAIMERS THAT ARE SET FORTH IN THIS AGREEMENT. CONSEQUENTLY, THE DISCLAIMERS AND LIMITATIONS CONTAINED IN THIS AGREEMENT MAY NOT APPLY.

8. Rights and Remedies are Cumulative. The rights, remedies and obligations contained in this Agreement are cumulative and are in addition to any and all rights, remedies and obligations, at law or in equity, which the parties hereto are entitled to under state and federal laws. Failure of a party to insist upon strict compliance with any of the conditions of this Agreement shall not be construed as a waiver of any of the conditions, but the same shall remain in full force and effect. No waiver of any of the provisions of this Agreement shall be deemed, nor shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

9. Notices. All notices to be provided to FTJFC hereunder shall be addressed to FTJ FundChoice, LLC, 2300 Litton Lane, Suite 102, Hebron, Kentucky 41048. Notices shall be given to You at the address provided on the Application, or such other addresses as such party may hereafter specify in writing. You shall notify FTJFC of any address changes. Except as otherwise provided herein, each such notice to a party shall be either hand delivered, transmitted by registered or certified United States mail, with return receipt requested, or by express courier, and shall be effective upon delivery.

10. Headings. The headings in this Agreement are included for convenience of reference only and in no way define or delineate any of the provisions hereof or otherwise affect their construction or effect.

11. Severability. This is a severable Agreement. In the event that any provision of this Agreement would require a party to take action prohibited by applicable federal or state law or prohibit a party from taking action required by applicable federal or state law, then it is the intention of the parties hereto that such provision shall be enforced to the extent permitted under the law, and, in any event, that all other provisions of this Agreement shall remain valid and duly enforceable as if the provision at issue had never been part hereof.

12. Recording. You acknowledge that FTJFC or its agents may record certain communications. You hereby consent to the taping or other electronic recording of electronic or telephonic communications among the parties.

13. No Third Party Beneficiaries. You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this agreement.

14. Waiver. The failure of FTJFC to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

15. Force Majeure. Any delay by or failure or inability of FTJFC to perform hereunder shall be excused if caused by or results from any cause beyond the control of FTJFC including, but not limited to, delay or inability to perform caused by an action by any military, civil or regulatory authority, a change in law or regulation, fire, flood, earthquake, storm or similar act of God, riot, act of terrorism, labor strike, war or civil unrest, a disruption, imperfection or outage of telecommunications, power or other utility, electrical disturbances, brownouts, failures or unavailability of, or errors in, third party systems, equipment and software, or any other similar cause.

**FTJ FundChoice, LLC Privacy Policy (rev. 05/2011)**

<b>FACTS</b>		<b>WHAT DOES FTJ FUNDCHOICE, LLC (“FTJFC”) DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
<b>WHAT?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social security number</li> <li>• Income</li> <li>• Assets</li> <li>• Risk tolerance</li> <li>• Transaction history</li> <li>• Checking Account Information</li> </ul>		
<b>HOW?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons FTJFC chooses to share; and whether you can limit this sharing.		
<b>Reasons we can share your personal information</b>		<b>Does FTJFC Share?</b>	<b>Can you limit sharing?</b>
<b>For our everyday business purposes</b> - such as to process your transactions, maintain your account(s) or respond to court orders and legal investigations.		YES	NO
<b>For our marketing purposes</b> - to offer our products and services to you		NO	We don't share
<b>For joint marketing with other financial companies</b>		NO	We don't share
<b>For our affiliates' everyday business purposes</b> - information about your transactions and experiences		NO	We don't share
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness		NO	We don't share
<b>For our affiliates to market to you</b>		NO	We don't share
<b>For non-affiliates to market to you</b>		NO	We don't share
<b>How does FTJFC protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.		
<b>How does FTJFC collect my personal information?</b>	We collect your personal information, for example, when you: <ul style="list-style-type: none"> <li>• Enter into an investment advisory contract</li> <li>• Seek financial advice</li> <li>• Make deposits or withdrawals from your account</li> <li>• Tell us about your investment or retirement portfolio</li> <li>• Give us your employment history</li> </ul>		
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only: <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for non-affiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.		
<b>Definitions</b>			
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>FTJFC does not share with our affiliates</i></li> </ul>		
<b>Non-affiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>FTJFC does not share with non-affiliates so they can market to you.</i></li> </ul>		
<b>Joint Marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>FTJFC does not jointly market.</i></li> </ul>		