

FIND

FUNDAMENTAL INTERACTIONS NEUTRON DIRECT

SUBSCRIBER AGREEMENT

A contract between a broker and a client outlining the terms for accessing and using the broker's services or platform.

SUBSCRIBER AGREEMENT

This Subscriber Agreement (this "Agreement"), dated _____, 2021 (the "Effective Date") is between Fundamental Interactions Neutron Direct, LLC ("FIND"), whose principal office is located at 147 West 26th street, 300 New York, NY ("FIND") and _____, a [corporation/limited liability company], with its principal office(s) located at _____ ("Subscriber"). FIND LLC affiliates include, but are not limited to, Fundamental Interactions, Inc., and its respective successors and assigns. FIND, LLC, its parent entity, and each of their affiliates or subsidiaries that provide any portion of the Services (as described in Paragraph 3 below) to Subscriber hereunder are collectively referred to herein as "FIND". FIND and Subscriber are each individually referred to herein as a "Party" and are collectively referred to herein as the "Parties".

1. Term of the Agreement

This Agreement shall commence on the Effective Date and will continue until terminated pursuant to the terms hereof.

2. Subject of the Agreement

Subject to the terms and conditions set forth in this Agreement, FIND agrees to provide to Subscriber the Services (as defined in Paragraph 3) for use solely within the United States of America ("U.S.") by Subscriber in connection with the execution of orders transmitted by Subscriber to the FIND Direct Market Access ("DMA") platform (the "FIND") and Subscriber agrees to pay FIND therefore, in the manner provided for in this Agreement.

3. Services

Subject to the terms and conditions of this Agreement, Subscriber will have the right to access the FIND to (i) enter Subscriber's orders or Subscriber's customer's orders on FIND ; (ii) receive status updates on orders, cancel orders, execute trades via FIND and its orders transmitted to other U.S. market venues; (iii) receive and view information with respect to other Subscribers' orders on FIND ; (iv) interact with such other Subscribers' orders via the FIND Direct Market Access ("DMA") platform; and (v) receive data feeds from FIND containing information regarding external data feeds and Subscriber's open orders, executions and volume done on FIND (collectively, the "Services").

4. License to Use the Services

During the term of this Agreement, Subscriber is hereby granted a personal, limited, revocable, non-exclusive, non-transferable and non-sublicensable license to use the Services within the U.S. pursuant to the terms of this Agreement.

5. Proprietary Information



Subscriber acknowledges that the Services provided by FIND may be trade secrets proprietary and unique to FIND, and that FIND's third-party vendors, including, but not limited to software, hardware, data, and communications providers, have exclusive proprietary rights in their respective information and data. Subscriber, on behalf of itself and its Authorized Personnel, as defined in Paragraph 7, agrees to keep such information confidential, and to utilize this information solely for its own business activities. Subscriber further agrees to take or cause to be taken commercially reasonable measures to maintain the confidentiality of such proprietary information and shall neither disclose the same to any customers of the Subscriber nor to any other person or entity without FIND's prior written consent.

6. Confidentiality

Both Parties acknowledge that each Party to this Subscriber Agreement may receive or have access to proprietary or confidential information disclosed by the disclosing Party (collectively, the "Information"). The receiving Party will take all precautions necessary to safeguard the confidentiality of the disclosing Party's Information, including without limitation: (i) those taken by the receiving Party to protect its own confidential information of like nature; and (ii) those which the disclosing Party may reasonably request from time to time. The receiving Party will not disclose, in whole or in part, the disclosing Party's Information to any person, except as specifically authorized under this Agreement. In this regard, FIND will not knowingly disclose the identity of Subscriber or Subscriber's customers to any other subscriber or to any other third parties in connection with trades, orders, or other messages and instructions entered or executed by Subscriber on the FIND, except that FIND can disclose such information (i) in furtherance of the provision of the Services; (ii) as required to meet FIND's regulatory obligations; (iii) to facilitate the clearance and settlement of trades; (iv) in anonymous format for reasons including, without limitation, publishing market data feeds or metrics; (v) or with written permission from Subscriber. Subscriber is specifically permitted to disclose the Information (i) to its officers, directors, employees, and professional advisors (including attorneys) or agents, and those of its affiliates, on a need to know basis in connection with this Agreement; (ii) pursuant to applicable law, rule, regulation, court order, subpoena or other legal process; or (iii) pursuant to request of any governmental or regulatory agency or body (including, without limitation, any self-regulatory organization ("SRO") regulated by the U.S. Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended); however, Subscriber hereby agrees to provide FIND with notice of any request pursuant to provisions (i) and (ii) immediately above, to the extent permitted by the applicable governing legal, governmental or regulatory authority.

Notwithstanding anything in this Agreement to the contrary, information shall not be subject to the confidentiality provisions in this Paragraph 6 (or Paragraph 5) which information (i) is now in or subsequently enters the public domain without any disclosure in violation of this Agreement; (ii) is or becomes otherwise available to the receiving Party from a third party not known by the receiving Party to be bound by a confidentiality agreement with respect to such information; or (iii) is independently developed by either Party without use of or reliance on the other Party's Information. Both Parties acknowledge that the confidential information protected hereunder is of an extraordinary nature and that each Party, in the event of the unauthorized disclosure of such Information, cannot be adequately or reasonably compensated for in damages awarded in an action at law. Both Parties therefore agree that, in the event of such an unauthorized disclosure, the other Party shall be entitled to obtain injunctive and other equitable relief, without the posting of any bond or other security, to prevent any further violation by such disclosing Party. Resort to such equitable relief shall not be construed, however, to be a waiver of any other rights or remedies that either Party may have pursuant to this Agreement or applicable laws, rules and regulations.

7. Authorized Personnel

Subscriber acknowledges its responsibility to monitor its employees and/or agents (collectively, "Authorized

Personnel”) to ensure that, in connection with use of the FIND, all Authorized Personnel abide by and fully comply with all applicable provisions of the Agreement and with all federal and state laws, including the rules and regulations of any SROs of which Subscriber or its Authorized Personnel are members, and Subscriber shall be solely responsible for such supervision and for any violation thereof by its Authorized Personnel. Subscriber also acknowledges and agrees that all instructions issued by it or by any of its Authorized Personnel pursuant to this Agreement, including instructions or orders entered through the FIND, may be relied upon by FIND as being duly authorized, valid and binding, without any duty or obligation of FIND to investigate the accuracy or correctness of the instructions, or the authenticity or authority thereby exercised. To this end, Subscriber will maintain a list of all Authorized Personnel entitled to use the FIND and will make such list available to FIND promptly upon FIND’s request. Subscriber will familiarize all of its Authorized Personnel with Subscriber’s obligations under this Agreement. For purposes of this Agreement, any actions or omissions by Authorized Personnel shall be considered that of Subscriber, whether or not such persons are employees of Subscriber. FIND shall have the right to request removal of any individuals from Subscriber’s Authorized Personnel list, and Subscriber hereby agrees to remove such individuals promptly, and suspend such individuals’ use of the Services.

8. Unauthorized Use

Subscriber will not permit any persons other than its Authorized Personnel to use the Services or to route orders directly or indirectly into the FIND. Subscriber shall bear full financial responsibility for all orders transmitted to FIND by its Authorized Personnel, whether authorized or not, or any other person or entity gaining access to the FIND via Subscriber’s connection as a result of Subscriber’s permission, negligence or error.

9. Modification of Services

Subscriber acknowledges and agrees that nothing in this Agreement constitutes an undertaking by FIND to continue the Services in the present form or configuration. FIND, in its sole discretion, may from time to time make additions to, deletions from, or modifications to the Services. FIND will use commercially reasonable efforts to notify the Subscriber promptly upon determining to make such modification and prior to such modification, other than minor changes that do not materially affect the Services, specifications, and/or communications facilities. Use of the Services following notice shall constitute acceptance of such modification.

10. Representations of Subscriber

Subscriber hereby represents that (1) it is duly registered with the SEC as a broker-dealer and, at all times it utilizes the Services, will remain a registered broker-dealer; (2) it is a member of the Financial Industry Regulatory Authority (“FINRA”) and/or another applicable SRO; and at all times that it utilizes the Services, will remain a member of FINRA and/or another applicable SRO; and (3) it is registered and/or qualified in those states and other jurisdictions where its business requires such registration and/or qualification. Subscriber agrees to notify FIND immediately in writing and cease using the Services if any of the above representations cease to be true, are suspended, or revoked. Subscriber further warrants that it is in full compliance with the SEC’s net capital rule, has maintained net capital compliance for at least six (3) months immediately preceding its application for subscribership with FIND, and will immediately cease using the Services in the event of any apparent net capital violation.

The Direct Market Access platform is available for entry and execution of orders by Subscribers (and their customers) with authorized access. Subscribers must be FINRA-member firms that are broker-dealers registered with the SEC pursuant to Section 15(b) of the Exchange Act of 1934 and they and their principals must complete adequate credit and disciplinary history reviews and KYC/AML screenings by FIND and available Alternative Trading Systems available

for Direct Market Access. All Subscribers must agree to the any terms of use and privacy policies posted on the Alternative Trading Systems (“ATS”) website and execute a Subscriber Agreement. Customers of Subscribers that wish to access the DMA platform must agree to certain terms and conditions in their brokerage account agreements with the Subscriber. These terms and conditions are outlined in the subscriber agreement between ATS and the Subscriber and include a requirement that the customer open a custodial account designated by the Alternative Trading System (“ATS”) custodian (“Custodian”) (which entails a KYC/AML screening by the Custodian) and prefund the custodial account with Securities to be sold or funds to purchase Securities.

Subscribers are also responsible for investor-suitability and KYC/AML screening of their customers, to ensure that the customers are qualified to buy or sell Securities on an ATS. Subscribers may provide credentials to access the ATS via the front-end user interface to customers of the Subscriber who satisfy the foregoing conditions (such qualifying customers of the Subscriber, “Subscriber-Customers”). Prior to matching by an ATS destinations, Subscribers have the ability to control all orders submitted by their Subscriber-Customers. Subscribers must maintain at all times a current and accurate list of its personnel and its Subscriber-Customers who are authorized by the Subscriber and have credentials to access an ATS destination.

11. Representations of FIND

FIND hereby represents that, at all times it operates FIND , the FIND will: (1) be duly registered with the SEC as a broker - dealer that operates an Alternative Trading System; (2) be a member of FINRA and/or other applicable SROs; (3) be registered and/or qualified in all required jurisdictions; (4) comply with all applicable laws, rules, and regulations, including, without limitation, SEC Regulation and all other rules and regulations applicable to the operation of the FIND ; and (5) have the authority and all rights and licenses required to enter into this Agreement and to provide the Services to Subscriber. FIND agrees to notify Subscriber immediately in writing if any of the above representations cease to be true, are suspended, or revoked. FIND further represents that it is in full compliance with the SEC’s net capital rule and will notify Subscriber in the event of any apparent net capital violation.

12. Warranties

THE SERVICES AND ANY THIRD-PARTY RELATED SERVICES ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, BY FIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, TRADE USAGE, COURSE OF DEALING, COURSE OF PERFORMANCE AND BEST EXECUTION. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES AND ANY THIRD-PARTY SERVICES ARE WITH SUBSCRIBER AND THERE IS NO GUARANTEE THAT THE SERVICES AND THE THIRD-PARTY SERVICES WILL MEET SUBSCRIBER’S REQUIREMENTS, BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

FIND will employ commercially reasonable measures to prevent the transference of computer viruses, worms and all other electronic and software code that may be harmful to, or that may disrupt, Subscriber’s computer, Internet communication, or data storage systems. Subscriber acknowledges that all or portions of the Services may be unavailable from time to time.

13. Subscriber Compliance

Except as otherwise provided herein, it is the sole responsibility of Subscriber to ensure compliance, by itself, its customers and its representatives, with all applicable U.S. federal and state laws, rules, and regulations as well as those of FINRA or any other SRO of which the Subscriber is a member. In particular, Subscriber understands and



agrees as follows: (i) the FIND is considered Direct Market Access (“DMA”) platform; (ii) pursuant to FINRA Rule 5310, Subscriber is solely responsible for compliance with its best execution obligations and should have written policies and procedures addressing how it will determine the best market for a security, which may include obtaining quotations from other sources; (iii) as FIND permits real time quote updates, to the extent Subscriber displays priced quotations on other quotation mediums it will must comply with FINRA Rule 6438; (iv) Subscriber is solely responsible for any requirement to comply with prospectus delivery or other documentation (e.g., Rule 144) requirements. Purchases and sales of securities subject to such requirements should not be made through the FIND. FIND does not issue “broker’s letters” or otherwise assist Subscriber in complying with prospectus delivery or other documentation requirements for restricted securities; and (vi) with respect to short sales on behalf of Subscriber’s customers, to make an affirmative determination that the security is in the customer’s account or borrowable. Subscriber is solely responsible for compliance with the SEC’s short sale rule and Subscriber will not submit any order to the FIND that would constitute an illegal short sale pursuant to applicable SEC rules and regulations. If Subscriber intends to submit a sell order that would constitute a short sale, Subscriber must indicate the order as such. All orders submitted to the FIND must have an appropriate Market Participant Identifier (“MPID”). Subscriber and its Authorized Personnel will comply with all policies and procedures related to the Services communicated to Subscriber by FIND in writing from time to time. Subscriber will cooperate in connection with any inquiry regarding Subscriber’s use of the Services by the SEC, FINRA and/or any other applicable SRO.

Rule 15c3-5

Require brokers or dealers with access to trading securities directly on an alternative trading system (“ATS”), including those providing sponsored or direct market access to customers or other person that provide access to trading securities directly with an ATS to a person other than a broker or dealer, to establish, document, and maintain a system of risk management controls and supervisory procedures that, among other things, are reasonably designed to

- (1) systematically limit the financial exposure of the broker or dealer that could arise as a result of market access, and
- (2) ensure compliance with all regulatory requirements that are applicable in connection with market access.

Subscribers are responsible for adhering to the following trading practice rules and for ensuring that their Subscriber-Customers adhere to these rules as well, to the extent applicable

Market Manipulation. No Subscriber may execute or cause to be executed or participate in an account for which there are executed purchases of any Security at successively higher prices, or sales of any Security at successively lower prices, for the purpose of creating or inducing a false, misleading or artificial appearance of activity in such Security or for the purpose of unduly or improperly influencing the market price for such Security or for the purpose of establishing a price which does not reflect the true state of the market in such Security.

Fictitious Transactions. No Subscriber, for the purpose of creating or inducing a false or misleading appearance of activity in a Security traded or creating or inducing a false or misleading appearance with respect to the market in such Security may: (1) execute any transaction in such Security which involves no change in the beneficial ownership thereof; (2) enter any order or orders for the purchase of such Security with the knowledge that an order or orders of substantially the same size, and at substantially the same price, for the sale of such Security, has been or will be entered by or for the same or different parties; (3) enter any order or orders for the sale of any such Security with the knowledge that an order or orders of substantially the same size, and at substantially the same price, for the purchase of such Security, has been or will be entered by or for the same or different parties.



Excessive Sales by a Subscriber. No Subscriber may execute purchases or sales in any Security traded for any account in which such Subscriber is directly or indirectly interested, which purchases or sales are excessive in view of the Subscriber's financial resources or in view of the market for such Security.

Manipulative Transactions. No Subscriber may participate or have any interest, directly or indirectly, in the profits of a manipulative operation or knowingly manage or finance a manipulative operation. Any pool, syndicate or joint account organized or used intentionally for the purpose of unfairly influencing the market price of a Security is deemed to be a manipulative operation.

Dissemination of False Information. No Subscriber may make any statement or circulate and disseminate any information concerning any Security traded that the Subscriber knows or has reasonable grounds for believing is false or misleading or would improperly influence the market price of such Security.

Prohibition Against Trading Ahead of Customer Orders. Except as provided herein, a Subscriber that accepts and holds an order in a Security from its own customer or a customer of another brokerdealer without immediately executing the order is prohibited from trading that Security on the same side of the market for its own account at a price that would satisfy the customer order, unless it immediately thereafter executes the customer order up to the size and at the same or better price at which it traded for its own account.

Trade Shredding. No Subscriber or associated person of a Subscriber may engage in trade shredding. Trade shredding is conduct that has the intent or effect of splitting any order into multiple smaller orders for execution or any execution into multiple smaller executions for the primary purpose of maximizing a monetary or in-kind amount to be received by the Subscriber or associated person of a Subscriber as a result of the execution of such orders or the transaction reporting of such executions.

Best Execution. In executing customer orders, a Subscriber is not a guarantor of "best execution" but must use the care of a reasonably prudent person in the light of all circumstances deemed relevant by the Subscriber and having regard for the Subscriber's brokerage judgment and experience.

Disruptive Quoting and Trading Activity Prohibited. No Subscriber may engage in or facilitate disruptive quoting and trading activity on the ATS including acting in concert with other persons to effect such activity.

14. Clearly Erroneous Transactions Policy

Subscriber shall be solely responsible for the accuracy and completeness of all orders transmitted to the FIND. Subscriber has read and agrees to the terms stipulated in FIND's Clearly Erroneous Transactions Policy, located on FIND's Website (which Subscriber hereby acknowledges receipt of), and any subsequent posted amendments thereto. FIND agrees to provide Subscriber with commercially reasonable notice prior to the effectiveness of any material changes to FIND's Clearly Erroneous Transactions Policy. If Subscriber wishes to dispute a trade resulting from an erroneous order executed on the FIND, Subscriber shall comply with the requirements set forth in FIND's Clearly Erroneous Transactions Policy. For all such trade disputes, Subscriber must notify the FIND System Administrator within thirty (30) minutes of the execution of the disputed trade by telephone or facsimile transmission and by transmitting to the FIND System Administrator a written statement regarding the reasons for disputing the trade. Trade disputes will be investigated promptly by FIND and be resolved as soon as reasonably practicable.



15. Settlement of Transactions

Notwithstanding anything contained in this Agreement to the contrary, Subscriber agrees that it is Subscriber's absolute, unconditional, and unassignable obligation, in connection with each securities transaction effected through Subscriber's MPID via FIND, to make and ensure timely delivery of the subject securities and/or funds if such transaction is executed by FIND in a manner consistent with the instructions transmitted to the FIND at the time of order entry by Subscriber. Subscriber will promptly notify FIND in writing upon becoming aware of any material change in or to Subscriber's clearing arrangements.

Settlement of transactions matched the routed ATS (regardless of protocol) are performed by the Custodian(s). The Subscriber Agreements obligate each Subscriber to require its Subscriber-Customers to open custodial accounts with a Custodian, which the Subscriber-Customer prefund by depositing Securities to be sold or funds to purchase Securities. Subscribers trading for the own accounts on a proprietary basis also must open custodial accounts with a Custodian and prefund by depositing Securities to be sold or funds to purchase Securities.

The Custodian(s), acting exclusively upon the instructions in the execution notice and any additional instructions set forth in the trade affirmation confirmation, clear and settle the trade. The Custodian(s) then send notice to the parties to the trade and to the ATS, and to the issuer or its agent, of the completed transaction. All trades will settle on the same trading day as execution, contingent on any securities delivery confirmations required from the issuer.

16. No Liability for Trades

ABSENT FRAUD OR WILLFUL MISCONDUCT BY FIND OR A CLAIM ARISING OUT OF FIND'S INDEMNIFICATION OBLIGATION SET FORTH IN PARAGRAPH 19 OF THIS AGREEMENT, SUBSCRIBER UNDERSTANDS AND AGREES THAT FIND IS NOT LIABLE IN ANY MANNER TO ANY PERSON (INCLUDING, WITHOUT LIMITATION, SUBSCRIBER AND ANY PERSON FOR WHOM SUBSCRIBER IS AUTHORIZED TO TRADE OR ACT) FOR THE FAILURE OF ANY PERSON ENTERING INTO A TRADE OR TRANSACTION BY MEANS OF THE FIND TO PERFORM SUCH PERSON'S SETTLEMENT OR OTHER OBLIGATIONS UNDER SUCH TRADE OR TRANSACTION. ABSENT FRAUD OR WILLFUL MISCONDUCT BY FIND OR A CLAIM ARISING OUT OF FIND'S INDEMNIFICATION OBLIGATION SET FORTH IN PARAGRAPH 19 OF THIS AGREEMENT, NEITHER FIND, NOR ANY OF ITS AGENTS OR LICENSORS WILL BE LIABLE FOR ANY LOSSES, DAMAGES, OR OTHER CLAIMS, ARISING OUT OF THE FIND OR ITS USE AND ANY LOSSES, DAMAGES, OR OTHER CLAIMS, RELATED TO A FAILURE OF THE FIND TO DELIVER, DISPLAY, TRANSMIT, EXECUTE, COMPARE, SUBMIT FOR CLEARANCE AND SETTLEMENT, OR OTHERWISE PROCESS AN ORDER, MESSAGE, OR OTHER DATA ENTERED INTO, OR CREATED BY, THE FIND. ANY SUCH LOSSES, DAMAGES, OR OTHER CLAIMS WILL BE ABSORBED BY THE SUBSCRIBER THAT ENTERED THE ORDER, MESSAGE OR OTHER DATA INTO THE FIND.

17. No Consequential Damages

ABSENT A CLAIM ARISING OUT OF FIND'S INDEMNIFICATION OBLIGATION SET FORTH IN PARAGRAPH 19 OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL FIND OR ITS AGENTS OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM OR EXPENSE, INCLUDING WITHOUT LIMITATION ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON SUBSCRIBER'S CLAIMS OR THE CLAIMS OF ITS CUSTOMERS, EMPLOYEES OR AGENTS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE FIND, INTERRUPTION IN USE OR AVAILABILITY OF THE FIND, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THIS PARAGRAPH WILL NOT APPLY ONLY WHEN AND TO

THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

18. Indemnification by Subscriber

Subscriber agrees to indemnify and hold harmless FIND, its owners, subsidiaries, officers, directors, employees, agents, and any related persons and entities, from and against all expenses and costs and damages (including any reasonable legal fees and expenses), direct, consequential, and/or incidental in nature, claims, demands, proceedings, suits, and actions, and all liabilities resulting from, in connection with, or arising out of any failure by Subscriber, for any reason, fraudulent, negligent or otherwise, to comply with its obligations under this Agreement and for any loss or claim which may arise from a claim that one or more trades or orders in securities placed by Subscriber with the FIND were in violation of any state or federal securities law unless such expenses, costs, damages, claims, demands, proceedings, suits, actions, or liabilities arise from FIND's willful misconduct, fraud or breach of FIND's obligations under this Agreement.

19. Indemnification by FIND

FIND agrees to indemnify, defend and hold harmless Subscriber and its subsidiaries, affiliates and its and their respective officers, directors, employees, and agents from and against all expenses and costs and damages (including any legal fees and expenses), direct, consequential, and/or incidental in nature, claims, demands, proceedings, suits, and actions, and all liabilities resulting from, in connection with, or arising out of any unaffiliated third party claim that FIND or the Services, or Subscriber's use thereof, infringes any copyright, patent, trademark, trade secret or other intellectual property right.

20. Fees

Subscriber will pay FIND for use of the Services according to FIND's then-current Fee Schedule. Payment shall be due within thirty (30) calendar days from the receipt of the invoice. FIND will use commercially reasonable efforts to provide at least thirty (30) days' advance notice to Subscriber (delivered via email and/or posted to FIND's Website) of any changes to its Fee Schedule or payment terms. Subscriber may arrange for third party billing; however, Subscriber shall be fully responsible for all payments due under this Agreement.

Failure to make payments within thirty (30) calendar days from receipt of the invoice may result in suspension or termination of this Agreement. Subscriber agrees to pay FIND a late charge in the amount of one percent (1%) per month on all past due amounts that are not the subject of a legitimate and bona fide dispute.

21. Taxes

Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Subscriber by any foreign or domestic national, state, provincial or local government bodies, or subdivisions thereof, and any penalties or interest (other than income taxes imposed on FIND's revenue) relating to the provision of the Services to Subscriber.



25. No Agency or Employment Relationship

Nothing in this Agreement shall constitute either Party, its officers, directors, representatives, customers or affiliates, as the employee, broker, partner or agent acting for or on behalf of the other Party.

26. Force Majeure

Neither Party to this Agreement will be liable for delay or failure to perform its obligations hereunder (other than a failure to pay amounts when due) caused by an event that is beyond the Party's reasonable control, including, without limitation, fire, flood, earthquake, storm or other like event, act of public enemy, act of terrorism, act of any military, civil or regulatory authority, change in any law or regulation, power or utility outage or problem, strike, labor problem or other cause, whether similar or dissimilar to any of the foregoing; provided, however, that such Party will not have contributed in any way to such non-performance and the other Party has been notified of the force majeure event.

27. Assignment of the Agreement

This Agreement may not be transferred or assigned by Subscriber without the prior written consent of FIND. This Agreement, and all the terms hereof, will be binding upon Subscriber's successors and permitted assignees. FIND may, upon notice to Subscriber, transfer or assign its right to sponsor the Services and/or this Agreement to an affiliate of FIND upon notice to Subscriber. In the event FIND transfers its rights to sponsor or operate the Services to an affiliate, this Agreement shall be transferred and assigned by FIND to such affiliate, and such affiliate shall be bound by the provisions hereof.

Subscriber may, in its sole discretion, elect to terminate this Agreement immediately upon notice of the Agreement's transfer, in which event Subscriber shall have no further obligation to FIND save for any fees outstanding as of the date of termination of the Agreement.

28. Amendment of Agreement

Except as otherwise provided herein, no provision of this Agreement and any schedules or attachments, which are a part hereof, may be amended, modified or waived unless by an instrument in writing executed on behalf of each of the Parties by their respective duly authorized officers.

29. Severability of the Agreement

Each provision of this Agreement will be deemed to be effective and valid under applicable law, but if any provision of this Agreement is determined to be invalid, void, or unenforceable under any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of this Agreement.

30. Counterparts of the Agreement



This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

31. Entire Agreement

This Agreement sets forth the entire agreement of the Parties hereto with respect to the subject matter hereof, and supersedes all prior oral or written agreements, arrangements and understandings including, without limitation, any agreement with Subscriber for the Services.

32. Governing Law

This Agreement will be deemed to have been made in the State of New York and will be construed, and the rights and liabilities of the Parties determined, in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Parties hereto have caused this Subscriber Agreement to be executed by their duly authorized officers as of the Effective Date.

SUBSCRIBER: _____

FIND, LLC

By (printed): _____

By (printed): _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

