

End User License Agreement

This End User License Agreement (the “Agreement”) sets forth the terms and conditions upon which an end user may utilize the iJoin software program (referred to herein as the “Program”). Throughout this Agreement, the terms “we,” “us” and “our” refers to iJoin Solutions, and “you” and “your” refer to you, as the end user of the Program. As used herein, the term “iJoin Solutions” means iJoin Solutions, LLC, and its affiliates, along with their respective members, managers, directors, officers, employees, agents, and representatives. Your use of the Program is subject to the following terms and conditions (“Terms”), which you affirmatively accept by using the Program. Please read these Terms carefully and ensure that you understand them before you use the Program.

iJoin Solutions reserves the right to modify (a) the contents of the Program at any time, including the features, availability or operation of the Program, (b) these Terms, (c) the Privacy Policy, and (d) any and all policies or notices regarding the Program. Notices of all such modifications shall be made available via the Program, and you agree to monitor the Program for such notices. Further, you agree that your continued use of the Program following such notices signals your understanding of and agreement to such modifications. EACH TIME YOU USE THE PROGRAM, THIS AGREEMENT AS IT THEN READS WILL GOVERN YOUR USE.

This Agreement is effective as of the date of acceptance by the user.

Ability to Accept Terms

By using the Program, you signify your agreement, and the agreement of all persons you represent, without limitation or qualification, to be bound by these Terms, and you represent and warrant that you have the legal authority to agree to and accept these Terms on behalf of yourself and all persons and entities you represent. If you do not agree with each provision of these Terms, or you are not authorized to agree to and accept these Terms, you may not use the Program. You also affirm that you are over the age of legal majority, can form legally binding agreements under applicable law, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to qualify under, abide by, and comply with these Terms.

Privacy Notice

Our collection and use of your personal information is subject to iJoin Solutions’ Privacy Notice, which is incorporated herein by this reference.

Accuracy, Completeness and Timeliness of Information

Neither we nor iJoin Solutions can (or do) guarantee that the information and content presented in the Program is entirely accurate, complete, timely, or authentic. Although we and iJoin Solutions make reasonable efforts to ensure that all information included in the Program is correct, accuracy and integrity cannot be guaranteed, and neither we nor iJoin Solutions assume any responsibility or obligation for the accuracy, completeness, timeliness, or authenticity of information included in or accessed through the

Program. Neither we nor iJoin Solutions are under any obligation to post, forward, transmit, distribute, or otherwise provide any information and/or material available from the Program.

Regardless of any information made available via the Program, iJoin Solutions reserves the right, without prior notice, to discontinue services or remove or alter content at any time without incurring any obligations.

Use of the Program

You must have your own unique log-in credentials to use the Program, and you may not share those credentials with anyone for any purpose. You must safeguard your log-in credentials. You must immediately report to us any incident or occurrence that causes you to suspect that your log-in credentials, the Program, or any information made available through the Program has been compromised, disclosed, or adversely impacted in any way.

All content included in the Program, such as text, design, graphics, logos, icons, images, audio clips, downloads, interfaces and code, software, any intellectual property held by iJoin Solutions, and the selection and arrangement of any of these, are the exclusive property of iJoin Solutions, LLC or us and is protected by copyright, trademark and other applicable laws. The copying, downloading and/or printing of information and/or material included in the Program, other than as otherwise expressly permitted by iJoin Solutions, is for your personal use only and is conditioned on your prohibition from modifying or deleting any copyright, trademark or other proprietary notice that appears on the information and/or material accessed, copied, downloaded, or printed from the Program. Any other use of such information and/or material contained in the Program, including, but not limited to, the modification, distribution, transmission, performance, broadcast, publication, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any such material, information, software, products, or services obtained from the Program, is expressly prohibited. iJoin Solutions retains full and complete title to such information and material provided via the Program, including all associated intellectual property rights. Neither we nor iJoin Solutions warrants or represents that use of information and/or material from the Program will not infringe rights of third parties not affiliated with us or iJoin Solutions.

Improper use of information provided in the Program and improper use of any hardware or software, including the intent to damage or interfere with the proper working of the Program or to surreptitiously intercept any system, data or personal information from the Program, is strictly prohibited. You may not interrupt or attempt to interrupt the operation of the Program in any way and iJoin Solutions reserves the right, in its sole discretion, to terminate access to or use of the Program at any time without notice. Termination of access or use of the Program will not waive or affect any right or relief to which we and/or iJoin Solutions may be entitled at law or in equity. You hereby acknowledge responsibility for any information and/or material submitted via the Program, including the legality, reliability, appropriateness, originality, and copyright of any such information and/or material. Content that: (i) is false, fraudulent, libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal, or otherwise objectionable, (ii) constitutes or encourages a criminal offense, violates the rights of any party or otherwise gives rise to liability or violations of any law, or (iii) contains software viruses, political campaigning, chain letters, mass mailings, or any form of "spam" may not be uploaded to, distributed or otherwise published through the Program. You may not provide false e-mail addresses or other personally identifying information, or impersonate any person or entity, or

otherwise mislead as to the origin of any content, your identity, or your education, background and job qualifications. You may not upload marketing content onto the Program.

End User Data

When you enter data into the Program or when we or our recordkeepers provide your personal information to or through the Program, including but not limited to identifying demographic data (collectively, the “End User Data”), you grant iJoin Solutions a worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, and database rights you have in your End User Data in any media known now or in the future, including, without limitation, the right to collect, access, sort, process and aggregate your End User Data and to use and exploit your End User Data for any lawful purpose; provided, however, that iJoin Solutions shall not disclose or transfer your End User Data to any third party except as provided in our Privacy Notice or on a de-identified basis (i.e., such that no personally identifiable information is included in the End User Data so disclosed or transferred).

Access to and Use of Information

You may use Confidential Information (as defined below) available via the Program only if you are an authorized user and only to facilitate your 401K enrollment and retirement planning. Any use of Confidential Information obtained from this Program by you must be consistent with these purposes and in compliance with these Terms. You warrant and represent that personal and other information supplied to or obtained from this Program was collected, disclosed to us and iJoin Solutions and otherwise processed only in strict compliance with applicable law, including privacy and data protection requirements and restrictions.

After your use of the Program ends or your user credentials are terminated (regardless of the manner or cause of such termination), for as long as permitted by applicable law, you will not directly or indirectly disclose, reveal, publish, communicate, divulge, or describe any of iJoin Solutions’ Confidential Information to any person or entity, other than iJoin Solutions and its employees, without the prior written consent of iJoin Solutions, and you will not use any such Confidential Information for your own benefit or for any purposes other than those authorized by iJoin Solutions.

For purposes of this Agreement, “Confidential Information” means all non-public or proprietary information, including without limitation trade secrets, which is of value to the owner thereof. Confidential Information does not include any information that is generally known by the public or generally available from a published source.

Our collection and iJoin Solutions’ use of your personal information (if any) is subject to iJoin Solutions’ Privacy Policy, which is incorporated herein by this reference.

Links

The Program may contain links to other websites, which are provided only as a convenience and as an additional avenue of access to the information contained therein. Neither we nor iJoin Solutions has necessarily reviewed all of the information on the other websites, and neither we nor iJoin Solutions shall

be responsible for the content of any other websites, information, material, products or services that may be offered through any of these other websites. Inclusion of links to other websites should not be viewed as an endorsement of the content of linked websites and different terms and conditions apply to the use of any linked websites. Neither we nor iJoin Solutions shall be responsible for any losses, damages or other liabilities incurred as the result of the use of any of the websites referenced in the Program.

Intellectual Property

The intellectual property, including trademarks, logos and service marks as displayed in the Program, are registered and unregistered trademarks of iJoin Solutions, its affiliates, its licensors, its content providers, its licensees/sublicensees and other third parties (including us). All such trademarks, logos and service marks are the property of their respective owners. Nothing in the Program shall be construed as granting by implication, estoppel or otherwise any license or right to use any trademark, logo or service mark displayed in the Program without the owner's prior written permission, except as otherwise described herein. iJoin Solutions reserves all rights not expressly granted in and to the Program and its content.

Infringement Notice

We respect the intellectual property rights of others and request that each user do the same. If there are concerns about possible infringement of intellectual property rights, please notify iJoin Solutions in writing at:

iJoin Solutions, LLC
8601 Six Forks Road, Suite 100,
Raleigh, NC 27615
Attention: Manager

To be effective, the notification must include ALL of the following:

1. A physical or electronic signature of the trademark/copyright owner or the person authorized to act on the owner's behalf;
2. A description of the trademarked/copyrighted work claimed to have been infringed;
3. Information reasonably sufficient to locate the material in question in the Program;
4. Name, address, telephone number, e-mail address, and all other information reasonably sufficient to permit iJoin Solutions to contact the person reporting alleged infringement;
5. A statement in good faith that the disputed use is not authorized by the trademark/copyright owner, its agent or the law; and
6. A statement made under penalty of perjury that the information in the notice, as submitted, is accurate and that the person reporting infringement is the trademark/copyright owner or is otherwise authorized to act on behalf of the trademark/copyright owner.

DISCLAIMERS

USE OF THE PROGRAM IS AT YOUR SOLE RISK. THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE RESERVE THE RIGHT TO RESTRICT OR TERMINATE ACCESS TO THE PROGRAM OR ANY FEATURE OR PART THEREOF AT ANY TIME. WE AND IJOIN SOLUTIONS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO: IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES THAT MATERIALS IN THE PROGRAM ARE NONINFRINGEMENT, AS WELL AS WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING; THAT ACCESS TO THE PROGRAM WILL BE UNINTERRUPTED OR ERROR-FREE; THAT THE PROGRAM WILL BE SECURE; THAT THE PROGRAM OR THE SERVER THAT MAKES THE PROGRAM AVAILABLE WILL BE VIRUS-FREE; OR THAT INFORMATION IN THE PROGRAM WILL BE COMPLETE, ACCURATE, TIMELY, OR AUTHENTIC. IF ANY CONTENT IS DOWNLOADED FROM OR UPLOADED TO THE PROGRAM, IT IS DONE AT YOUR SOLE RISK AND DISCRETION. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF ANY SUCH MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM IJOIN SOLUTIONS OR THROUGH OR FROM THE PROGRAM SHALL CREATE ANY WARRANTY OF ANY KIND. WE AND IJOIN SOLUTIONS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE CONTENT IN THE PROGRAM IN TERMS OF ITS COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY, AUTHENTICITY, OR OTHERWISE.

YOU ACKNOWLEDGE AND AGREE THAT IJOIN SOLUTIONS IS NOT ACTING AS AN INVESTMENT ADVISOR OR PROVIDING INVESTMENT ADVICE OF ANY KIND. ANY INVESTMENT ADVICE RECEIVED BY YOU IN CONNECTION WITH YOUR USE OF THE PROGRAM SHALL BE DEEMED TO HAVE BEEN PROVIDED TO YOU SOLELY BY US AND NOT BY IJOIN SOLUTIONS OR ANY OF ITS AFFILIATES.

LIMITATION OF LIABILITY

BY USE OF THE PROGRAM, YOU HEREBY ACKNOWLEDGE THAT ANY INFORMATION SENT OR RECEIVED DURING USE OF THE PROGRAM MAY NOT BE SECURE AND MAY BE INTERCEPTED OR OBTAINED BY UNAUTHORIZED PARTIES. YOU UNDERSTAND AND ACKNOWLEDGE FULL RESPONSIBILITY FOR USE OF THE PROGRAM AND THAT SUCH USE IS AT YOUR SOLE RISK AND DISCRETION; NEITHER WE NOR IJOIN SOLUTIONS, ITS AFFILIATES OR BUSINESS PARTNERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE PROGRAM OR WITH THE DELAY OR INABILITY TO USE THE PROGRAM, OR FOR ANY INFORMATION, PRODUCTS, OR SERVICES ADVERTISED IN OR OBTAINED THROUGH THE PROGRAM, IJOIN SOLUTIONS' REMOVAL OR DELETION OF ANY MATERIALS SUBMITTED TO OR MADE AVAILABLE VIA THE PROGRAM, OR OTHERWISE ARISING OUT OF THE USE OF THE PROGRAM, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF WE AND/OR IJOIN SOLUTIONS OR ANY OF ITS AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, ANY LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE AND IJOIN SOLUTIONS, ITS AFFILIATES OR SUPPLIERS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, ILLEGAL, OR OTHERWISE INAPPROPRIATE OR OBJECTIONABLE CONDUCT OF ANY USER OF THE

PROGRAM. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH IJOIN SOLUTIONS IS TO IMMEDIATELY DISCONTINUE USE OF THE PROGRAM.

Indemnification

You agree to indemnify, defend and hold harmless us and iJoin Solutions, its licensees, sublicensees and affiliates, and our and their respective managers, members, officers, directors, employees, contractors, agents, licensors, service providers, subcontractors, and suppliers, from and against any and all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees and court costs, arising or resulting from use of the Program and any violation of these Terms. If technical disruption of the Program or the systems supporting the Program occurs due to your action or inaction, you agree to be responsible for any and all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees and court costs, arising or resulting from that disruption. We and iJoin Solutions each reserve the right, at our own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification and, in such case, you agree to cooperate with us and/or iJoin Solutions, as applicable, in defense of such matter.

Jurisdiction

iJoin Solutions is a North Carolina limited liability company in the United States of America, and the Program has been designed to comply with the laws of the United States. The laws of the State of North Carolina govern these Terms and use of the Program. If the Program is accessed from a location outside of the United States, it is done at your sole risk and discretion with the understanding that laws applicable in a foreign location may not be applicable to the Program. Enforcement and/or any action related to enforcement of these Terms are governed by the jurisdiction of courts located in Wake County within the State of North Carolina.

Entire Agreement

This Agreement, along with any posted agreements, policies or operating rules, constitutes the entire understanding between us and you regarding the use of the Program and supersedes any prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to the Program.

Severability

If any provision of these Terms is unlawful, void or unenforceable, the remaining provisions of these Terms shall remain in full force and effect.

No Assignment

You may not assign this Agreement or the rights and obligations under this Agreement without the express prior written consent of iJoin Solutions, which may be withheld in iJoin Solutions' sole discretion.

Third Party Beneficiary

You acknowledge and agree that iJoin Solutions is an intended third party beneficiary of this Agreement and may enforce these Terms directly.

Questions & Comments

Questions or comments about this Agreement, these Terms or the Program may be directed to iJoin Solutions at the following address:

iJoin Solutions, LLC
8601 Six Forks Road, Suite 100,
Raleigh, NC 27615
Attention: Manager

Private Labeling Terms & Procedures

1. iJoin Solutions shall provide Licensee with a list of customizable elements for the Program's private label template (the "Private-Label Request List").
2. No later than 10 business days after its receipt of the Private-Label Request List, Licensee shall respond to the Private-Label Request List with all required information necessary for iJoin Solutions to generate the Private-Labeled GUI, including, without limitation, digital copies (in the applicable format) of all trademarks and other branding elements to be incorporated into the private-labeled Program, and the Pantone Color Matching System numbers for any customizable color schemes to be incorporated into the private-labeled Program.
3. iJoin Solutions shall generate the initial Private-Labeled GUI as promptly as practicable following its receipt of the completed Private-Label Request List from Licensee. After completion of the initial Private-Labeled GUI, iJoin Solutions shall deliver a copy to Licensee for its approval. Licensee shall have 10 business days to notify iJoin Solutions of any desired revisions to the initial Private-Labeled GUI. If Licensee timely notifies iJoin Solutions of any desired revisions, iJoin Solutions shall make any requested revisions to the extent that they are commercially reasonable and otherwise acceptable in accordance herewith, and, upon iJoin Solutions' delivery of the revised Private-Labeled GUI to Licensee, it shall be deemed accepted by Licensee. If Licensee fails to make a timely request for revisions, the initial Private-Labeled GUI shall be deemed accepted by Licensee.
4. iJoin Solutions will generate an initial Private-Labeled GUI (and, subject to the terms and conditions hereof, make any timely requested and acceptable revisions to the initial Private-Labeled GUI) for a fee of \$7,500. Any subsequent revisions to a private label design shall be charged at iJoin Solutions' then-current hourly rates.
5. In no event shall iJoin Solutions be obligated to make any revisions to an initial Private-Labeled GUI that would (a) require more than 5 man-hours to complete, (b) change the layout of the Program's graphical user interface, or (c) change the functionality of the Program in any manner.
6. iJoin Solutions reserves the right to reject any requested design elements if iJoin Solutions determines that such elements (a) infringe upon the intellectual property rights of any other person, or (b) are obscene, vulgar, defamatory or could otherwise bring the Program and/or iJoin Solutions into disrepute.