



Effective as of 23 April 2019

PLANPLUS SUBSCRIPTION LICENCE TERMS AND CONDITIONS

PlanPlus Global Inc. (referred to as “PlanPlus”, “we”, “us” or “our”), is a company registered in Ontario, Canada, whose registered office is at 55 Mary St., Suite 200, Lindsay, Ontario, Canada K9V 5Z6.

PlanPlus Global Inc. designs software for use by subscribing financial services providers’ (the “Subscriber”) financial planners, wealth managers, brokers or other financial advisors (“Advisor”) to support the Advisor in exercising their professional judgement in providing financial guidance or advice to the Advisor’s clients (the “Clients”). PlanPlus’s software is available to Subscribers as an annual subscription service (paid monthly or annually) as presented and offered from-time-to-time at www.planplusglobal.com, which includes but is not limited to the SuitabilityPro: FinaMetrica Profiler (“Profiler”), SuitabilityPro: ProTracker and SuitabilityPro: ProPlanner, which may include a collaborative website portal from which Advisors can interact with their Clients (“Client Portal”), collectively referred to as the “SuitabilityPro Modules”. The SuitabilityPro Modules are delivered from the websites www.suitabilitypro.com, www.suitabilitypro.com/miplanplus/ and www.planplusglobal.com (“Websites”). Collectively, the SuitabilityPro Modules, the Client Portal, the Websites, and other services or products offered by PlanPlus on the Websites or elsewhere shall be referred to hereafter as the “PlanPlus Global Software”.

The SuitabilityPro: FinaMetrica Profiler provides an assessment of a Client’s financial risk profile (the “Profile”), comprising the risk tolerance questionnaire (the “Test”), a financial experience and knowledge questionnaire and a KYC (know-your-client) questionnaire, all of which can be taken by the Client through the Client Portal, and a Methodology for using the results of the Profile, the Client’s Financial Data and Advisor’s Planning Assumptions in the financial advising process to provide guidance or advice for a recommended portfolio suitable for the particular Client. The Test statistically compares the Client’s risk tolerance answers with the answers of a large sample population of clients to provide Advisors with an objective starting point for Client discussions regarding suitable risk and reward parameters. The Client’s Profile, Advisor’s Planning Assumptions, client-specific notes taken by the Advisor when engaging with the Client, and Advisor’s recommendations, guidance or advice are captured in a Report. The Advisor shares the Report (in person, printed or through the Client Portal) with the Client, which is then reviewed by the Advisor and their Client. If the Subscriber has signed up for the FinaMetrica Profiler, the Websites provide access to and use of the FinaMetrica Profiler.

The SuitabilityPro: ProPlanner provides an assessment of a Client’s financial goals, income, assets, liabilities, portfolios and other financial information (“Financial Data”) and a Methodology for the advisor to use the results of the Client’s Financial Data and Advisor’s Planning Assumptions (as well as the Profile if the Subscriber has also signed up for the FinaMetrica Profiler) to assist the Advisor in developing a suitable guidance or advice for the Client in the form of a financial plan. The Client’s Profile (if also using the Profiler), Financial Data, Advisor’s Planning Assumptions, client-specific notes taken by the Advisor when engaging with the Client, and Advisor’s recommendations, guidance or advice may be captured in a Report. The Advisor shares the Report (in person, printed or through the Client Portal) with the Client, which is then reviewed by the Advisor and their Client.



If the Subscriber has signed up for the ProPlanner, the Websites provide access to and use of the ProPlanner.

The SuitabilityPro: ProTracker provides a Methodology for using the results of the Client's Financial Data and/or the Profile and an Advisor's Planning Assumptions in the financial advising process to monitor the Client's Financial Data over time and provide mechanisms to verify and notify the Advisor and/or Client if the Advisor's recommendations or plan are on-track through automated monitoring of some or all of the Client's Financial Data, the prices of financial products provided by third party vendors, and/or other relevant information provided by the Advisor or the Advisor's back-office systems. Advisors can only subscribe to the ProTracker if they are currently Subscribers to either the FinaMetrica Profiler or ProPlanner modules. If the Subscriber has signed up for the ProTracker, the Websites provide access to and use of the ProTracker.

PlanPlus does not warrant or represent that the results of the PlanPlus Global Software, including the Test, correctly assesses your Client's current state of mind or will predict your Client's future state of mind or behaviour. Further, PlanPlus does not warrant or represent that the PlanPlus Global Software will generate a particular level of return for a particular level of risk. PlanPlus has no control over the Advisor's or Client's use of the PlanPlus Global Software, the Report and related information, and accepts no liability for use of the PlanPlus Global Software.

This agreement including the PlanPlus Privacy Policy ("Agreement") between the Subscriber, the Advisor, and/or the Client and PlanPlus, as the case may be, sets forth the terms and conditions governing the Subscriber's subscription to, licensing of, access to, and use the PlanPlus Global Software ("Subscription"), which include terms and conditions governing the licensing of, access to, and use of the PlanPlus Global Software by the Subscriber's Advisors and the Advisor's Clients.

You and the Subscriber represent and warrant that you have full legal authority to bind the Subscriber to this Agreement. If you do not have full legal authority to bind the Subscriber to this agreement, you should not proceed with the Subscription.

The Subscriber's Subscription will indicate that you, as representative of the Subscriber, have read and understand this Agreement and accept and agree that the Company will be bound by its terms and conditions. DO NOT PROCEED WITH THE SUBSCRIPTION UNTIL YOU AS REPRESENTATIVE OF THE SUBSCRIBER HAVE CAREFULLY READ THE FOLLOWING AND AGREE TO BIND THE SUBSCRIBER TO THESE TERMS. IF THE SUBSCRIBER DOES NOT AGREE TO THESE TERMS, YOU and the subscriber MUST NOT SUBSCRIBE TO, RENEW THE SUBSCRIPTION, OR USE THE PLANPLUS GLOBAL SOFTWARE. If the Subscriber accepts this Agreement, including all of its terms, please click on the "Accept" button. You may also wish to print and/or save a copy of this Agreement for your records. If you do not accept this Agreement, the Subscriber will not be able to subscribe to, access and use the PlanPlus Global Software.

If the Subscriber has a free thirty (30) day trial subscription for the SuitabilityPro Modules ("Trial"), by clicking the "Accept" button the Company acknowledges and agrees that the terms of this Agreement are applicable to the Trial period and any extension thereof, as well as to any subsequent period for which a subscription fee is paid to PlanPlus.

REGISTRATION, SECURITY & MONITORING



To subscribe you must provide the Subscriber's name, organisation, email address, contact details and any other information as specified on the Websites.

The Subscription will allow one or more of the Subscriber's Advisors (depending on the specifics of the Subscriber's subscription) to use the system ("Subscribed Advisors"). The Subscriber must provide each such Advisor's name and email address in order for Subscribed Advisors to access or use the PlanPlus Global Software.

The Subscriber's offer to subscribe will not be valid unless and until accepted by PlanPlus by reply email, including Logon information.

Upon Subscription, Advisors covered by the subscription will be registered to have access to the PlanPlus Global Software via a username and password ("Logon") and each Advisor will be sent an email confirming their Logon. Prior to being allowed entry to the PlanPlus Global Software at the Websites, each Advisor will be required to accept an Advisor's Terms and Conditions of Use agreement and Privacy Policy which shall be construed as part of this Agreement. In the event of a conflict, this agreement shall prevail. Further, each Client of an Advisor shall be required to accept a Client Terms and Conditions of Use agreement and Privacy Policy before being allowed to access the PlanPlus Global Software.

SUBSCRIPTION FEES

The fees payable in respect of the Subscriber's Subscription are as specified on the Websites for single- and multi-advisor firms, or as provided in our quotation to the Subscriber for a multi-advisor firm.

In order to pay for the Subscription online, the Subscriber must submit valid credit card details. Payment by credit card must be effected in the manner described on the Websites and will be linked through for processing by PayPal Canada's automated payment system and in accordance with the PayPal User Agreement and PayPal Privacy Policy which should be read carefully. Upon successful processing of the credit card, notification via email of the payment being made will be sent to the Subscriber.

Unless stated to be otherwise, the fees for the Subscription are exclusive of any taxes, duties and charges imposed or levied in Canada or overseas in connection with this Agreement. Without limiting the foregoing, the Subscriber will be responsible for any goods and services taxes, value added tax, sales tax, withholding tax, stamp duty, excise tax and any other assessment, applicable tax or duty of any kind arising out of or incidental to this Agreement.

PlanPlus reserves the right to change the fees it charges for access to and use of the PlanPlus Global Software, from time to time in its sole discretion, and to introduce new fees. If such a change increases the fees, PlanPlus will provide the Subscriber with not less than one month's prior notification. If the Subscriber objects to any such change, the only remedy is not to renew the Subscription.



If, for any reason, PlanPlus has not received fees payable in respect of the Subscriber's Subscription when they are due, PlanPlus will have the right to suspend the Subscriber's Subscription until such fees are paid in full. The Subscriber agrees to pay all costs (including legal fees) incurred by PlanPlus in collecting any unpaid fees from the Subscriber. If payment in full is not received, PlanPlus reserves the right to cancel the Subscriber's Subscription. Fees are payable whether or not the Subscriber or any of the Subscriber's Advisors actually access and use the PlanPlus Global Software.

TRIAL TERMS

If the Subscriber is trialling the PlanPlus Global Software, the Subscriber's Trial will begin on the date that PlanPlus notifies the Subscriber of the Logon for the Subscriber's Advisors. The Company, and the Subscriber's Advisors, will have unlimited use of the PlanPlus Global Software during the Trial. If the Subscriber is trialling the system on a commercial basis, at the end of the Trial, the Subscriber may be asked by email to subscribe.

After the end of the Trial, PlanPlus may terminate the Subscription without notice. If the Trial ends without an agreement to move to a commercial subscription, any data submitted by Subscriber or the Subscribed Advisors or Clients to the PlanPlus Global Software during the Trial shall be destroyed, unless PlanPlus is required to retain the data pursuant to the laws of Canada.

SUBSCRIPTION, INTELLECTUAL PROPERTY RIGHTS, AND RESTRICTIONS

In respect of the PlanPlus Global Software, PlanPlus is the owner or licensee of:

- a) all copyrights, trade or service marks, designs, patents, trade, business or company names or other proprietary rights related to the PlanPlus Global Software;
- b) any right to registration or application for registration of the rights referred to in paragraph (a); and
- c) algorithms, trade secrets, ideas, concepts, methods, know-how and techniques related to the PlanPlus Global Software (collectively, "PlanPlus's Intellectual Property Rights").

This Agreement only gives the Subscriber some rights to access and use the PlanPlus Global Software. PlanPlus reserves all other rights. The Subscriber is granted a non-exclusive, non-transferable, non-assignable, terminable permission to access and use the PlanPlus Global Software for the duration of the Trial or paid Subscription subject to the terms and conditions of this Agreement. The PlanPlus Global Software may be accessed and used by the Subscriber solely in connection with the Subscriber's business, and the access is granted without the right to further sub-license or sub-contract. The Subscriber is expressly prohibited from using the PlanPlus Global Software in a 'back-office' environment for persons who are not Subscribed Advisors. The Subscriber is expressly prohibited from using the PlanPlus Global Software for more than 100 Clients for any particular Subscribed Advisor.

The Subscriber accepts in relation to the Subscription:

- a) The Subscriber and any of the Subscribed Advisors, employees or contractors will not seek to register any of PlanPlus's Intellectual Property Rights;
- b) The Subscriber and the Subscribed Advisors are only permitted to use the PlanPlus Global Software for the purposes of exercising their own professional judgment in providing



financial advice to Clients as set out in this Agreement, and during the term of this Agreement;

- c) The Subscriber and any of the Subscribed Advisors, employees or contractors will not exploit, sell, redistribute, lease, rent or sublicense access to or use of any of the PlanPlus Global Software to any person other than a Subscribed Advisor;
- d) The Subscriber and any of the Subscribed Advisors, employees or contractors will not copy, publish, modify, adapt or reproduce any part of the PlanPlus Global Software, except insofar as such is for a Subscribed Advisor or a Clients' use in the management of a Client's financial affairs;
- e) The Subscriber and any of the Subscribed Advisors shall only use the PlanPlus Global Software only as described in the Documentation;
- f) If the Subscriber and any of the Subscribed Advisors use mappings and/or descriptors within the PlanPlus Global Software the Subscriber and any of the Subscribed Advisors are responsibility to monitor whether there have been changes in the strategic asset allocations from those that applied when the mappings and descriptors were created, as these strategic asset allocations may be changed by the third party from time to time at their sole discretion;
- g) The Subscriber and any of the Subscribed Advisors, employees or contractors will not make copies of any Documentation, Reports or other outputs for any purpose unconnected to this Agreement;
- h) The Subscriber and any of the Subscribed Advisors, employees or contractors will not reverse engineer, decompile, decode, decrypt or disassemble the whole or any part of the SuitabilityPro Modules or directly or indirectly allow or cause a third party to reverse engineer, decompile, decode, decrypt or disassemble the whole or any part of the PlanPlus Global Software except to the extent otherwise authorised by applicable law;
- i) The Subscriber and any of the Subscribed Advisors, employees or contractors will not do or omit to do, or authorize any third party to do or to omit to do, anything which could invalidate or be inconsistent with PlanPlus's Intellectual Property Rights or the PlanPlus Global Software or this agreement;
- j) The Subscriber and any of the Subscribed Advisors, employees or contractors will not commit any act or omission the likely result of which is that PlanPlus's or the PlanPlus Global Software's reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on PlanPlus's interests;
- k) The Subscriber will promptly advise PlanPlus if the Subscriber or any of the Subscribed Advisors, employees or contractors become aware of any unauthorized use of the PlanPlus Global Software or any infringement of PlanPlus's Intellectual Property Rights;
- l) The Subscriber and any of the Subscribed Advisors, employees or contractors will not remove, alter or otherwise tamper with any trade marks, trade names, logos, numbers or other means of identification on any aspects of the PlanPlus Global Software which come into the Subscriber's or Subscribed Advisor's possession, custody or control, and will not place any other trade mark or trade name on any aspects of the PlanPlus Global Software or on any packaging or other materials used in connection therewith without the express consent of PlanPlus;
- m) The Subscriber will promptly advise PlanPlus of any complaint received by the Subscriber or any of the Subscribed Advisors, employees or contractors regarding the PlanPlus Global Software; and



- n) The Subscriber will report to PlanPlus all software errors or interruptions in the use of the PlanPlus Global Software as soon as they come to the Subscriber's or any of the Subscribed Advisors', employees' or contractors' attention.

This Agreement does not limit any rights that PlanPlus may have under trade secret, copyright, patent, trademark or other laws.

The Subscriber is responsible for ensuring that all Subscribed Advisors who use and access the PlanPlus Global Software are aware of and comply with this Agreement.

ACCESS TO THE PLANPLUS GLOBAL SOFTWARE

In order to use the PlanPlus Global Software, Subscribed Advisors will require the necessary software, hardware and connection to the World Wide Web (WWW). The Subscriber is responsible for ensuring that Subscribed Advisors have the necessary software and hardware, and the associated WWW connections. PlanPlus is not responsible for any problems caused to a Subscribed Advisor's software or hardware, including any virus or related problems associated with their use of the PlanPlus Global Software on their equipment. The Subscriber is responsible for ensuring that Subscribed Advisors at all times during the continuance of this Agreement, maintain and use appropriate virus-protection software on their equipment used to access the PlanPlus Global Software.

PlanPlus does not guarantee that PlanPlus Global Software will always be available or be uninterrupted. PlanPlus accepts no liability for any failure to comply with this Agreement. PlanPlus has no control over the Advisor's or Client's use of the PlanPlus Global Software and accepts no liability for such use.

THE SUBSCRIBER'S REPRESENTATIONS AND RESPONSIBILITIES

PlanPlus is not engaged in rendering investment or financial advice, and the Subscriber acknowledges and agrees that the information, reports and other outputs provided by the PlanPlus Global Software do not constitute the provision of financial advice, financial guidance or investment strategy recommendations for a Client in any specific situation or under any circumstance. The services are intended to provide Subscribed Advisors with information that can be used in the processes they follow to obtain their clients' properly informed consent and to use their own professional judgement to provide their Clients with the Subscribed Advisor's financial advice or guidance with regards to the Client's risk, financial goals and financial plans..

SUBSCRIBED ADVISORS ARE RESPONSIBLE FOR ENSURING THE ADVICE AND/OR GUIDANCE THEY GIVE CLIENTS IS SUITABLE FOR THEIR CLIENT. THE PLANPLUS GLOBAL SOFTWARE IS ONLY A TOOL USED TO ASSIST SUBSCRIBED ADVISORS IN DEVELOPING FINANCIAL ADVICE AND/OR GUIDANCE TO THEIR CLIENTS, AND IN NO WAY REPLACES A SUBSCRIBED ADVISOR'S PROFESSIONAL JUDGEMENT OR OTHER OBLIGATION TO THEIR CLIENT IN FORMULATING AND DELIVERING SAID ADVICE OR GUIDANCE TO THE CLIENT. HISTORICAL RESULTS FROM ANALYSIS OF SAMPLE PORTFOLIO PERFORMANCE ARE PROVIDED MERELY FOR INFORMATION PURPOSES AND SHOULD NOT BE REGARDED AS A PREDICTION OR GUARANTEE OF ANY FUTURE RESULTS.



The Subscriber acknowledges that Subscribed Advisors will exercise their own independent professional judgment in using any of the information and/or Reports provided by the PlanPlus Global Software and that the Subscriber and the Subscribed Advisors will conduct separate research into the suitability of the PlanPlus Global Software and the information provided by the PlanPlus Global Software for a client's particular financial situation, circumstances, attitudes, motivations and preferences.

Upon Logon to the PlanPlus Software for the first time, Subscribed Advisors will be asked to accept the Advisor Terms and Conditions. The Subscribed Advisor will also be asked to either accept default settings or input the Advisor's Planning Assumptions own values, including those for the Professional Judgement Matrix, Capital Market Assumptions and Default Investment Policies. Advisors will be asked to accept default settings for the Professional Judgement Matrix, Capital Market Assumptions and Default Investment Policies every time the Advisor logs in until the Advisors inputs their own values (or accepts the default) in Settings. Subscribers and Advisors are responsible for exercising their professional judgment when setting (or accepting the defaults) for the Professional Judgement Matrix, Capital Market Assumptions and Default Investment Policies, and PlanPlus is not responsible for the Advisor's Planning Assumptions, settings, or the Advisor's use of the Professional Judgement Matrix, Capital Market Assumptions and Default Investment Policies, including their use for advising Clients.

The Subscriber and the Subscribed Advisors bear all responsibility for advice and services furnished to Clients, regardless of whether the PlanPlus Global Software and/or any of the Reports or other information provided by the PlanPlus Global Software was employed in the development of such advice. The Subscriber agrees to indemnify PlanPlus and its subsidiaries, affiliates, officers, directors, employees, agents and contractors from any and all claims, liability, damages and/or costs (including without limitation legal fees) incurred by or awarded against PlanPlus or its subsidiaries, affiliates, officers, directors, employees, agents and contractors of in connection with the provision of advice and services furnished by the Subscriber and/or the Subscribed Advisors to Clients or any third party, regardless of whether the PlanPlus Global Software was employed in the provision of such advice and services.

The Subscriber represents and warrants to PlanPlus that the Subscribed Advisors have all the required licenses to engage in the services associated with the use of the PlanPlus Global Software, and that the Subscribed Advisors' access to and use of the PlanPlus Global Software and any outputs from the SuitabilityPro Modules, such as reports or information presented on the Client Portal, will be represented accurately and used in compliance with all applicable laws and regulations.

Subscribed Advisors can provide access to their Clients to an online client portal at www.miplanplus.com where the Clients can complete a risk tolerance, know-your-client questionnaire and other information and the Subscribed Advisors can share information, including financial information, financial plans and other documents with their Clients and others authorized by the Client to receive and/or share documents and information through the Websites ("Client Portal"). If Subscribed Advisors provide their Client (and/or others authorized by the Client) with online access to the Websites and Client Portal, their Client (and/or others authorized by the Client) must agree to the terms and conditions of a clickwrap agreement (the Client Terms and Conditions of Use agreement and Privacy Policy) prior to accessing the system. A copy of the clickwrap



agreement may be obtained at www.planplusglobal.com/client-terms; a copy of the Privacy Policy may be obtained at www.planplusglobal.com/privacy-policy. If Subscribed Advisors provide their client with a hardcopy risk tolerance and know-your-client questionnaire, Subscribed Advisors will ensure that the same terms and conditions of use are brought to the notice of their Client and that their Client executes the declaration of acceptance and agreement in that questionnaire and that they will retain such signed acceptance in their Client's file and provide a copy of such signed acceptance to PlanPlus upon request.

When Subscribed Advisors register a Client on the Websites, they will be required to provide a name, which may be a generic or fictitious name, and an email address (which may be generic or fictitious). If Subscribed Advisors provide us with their Client's real name and/or email address, they must have their Client's lawful consent to disclose their personal information to us, and Subscribed Advisors must provide their Client with a copy of (or refer them to) the PlanPlus's Privacy Policy, which is available at www.planplusglobal.com/privacy-policy. The Subscriber and the Subscribed Advisors will comply with all applicable privacy laws and regulations.

The Subscriber has not relied on any representation made by PlanPlus, which has not been expressly stated in this Agreement. The Subscriber agrees and will cause the Subscribed Advisors to agree to generally comply with the instructions and materials provided by PlanPlus for the use of the PlanPlus Global Software.

The Subscriber acknowledges and agrees that PlanPlus may use the risk tolerance, demographic data and financial plans from Subscribed Advisors' Clients for research and to further develop the PlanPlus Global Software, and may combine this data with similar data from other sources provided that any information which could identify a client personally will have been removed from the data.

PlanPlus will use the email address(es) provided to send notices concerning the PlanPlus Global Software and its use, the Subscription agreement, Terms and Conditions and/or Privacy Policy. These notices may include information on updates to the PlanPlus Global Software that may be made available from time to time or information pertaining to the Subscription, including fees due. The Subscriber agrees that it will accept all electronic communications from PlanPlus at the Subscriber's email address and will not make any claims against PlanPlus if it does not receive any such communications. The Subscriber agrees to notify PlanPlus promptly if the Subscriber or a Subscribed Advisor's email address changes.

PRIVACY STATEMENT

This Agreement must be read in conjunction with PlanPlus's full Privacy Policy, which includes a Privacy Statement for financial services industry participants (including Subscribed Advisors) trialling, supplying or commercially using the PlanPlus Global Software and a Privacy Statement for Clients of Subscribed Advisors (and/or authorized Client representatives using the Client Portal).

LINKED WEB SITES

The Websites may contain links to other web sites ("Linked Web Sites"). PlanPlus is not responsible for the content or privacy practices associated with Linked Web Sites. Any links with Linked Web Sites should not be construed as an endorsement, approval or recommendation by us of the



owners or operators of those Linked Web Sites, or of any information, graphics, materials, products or services referred to or contained on those Linked Web Sites, unless and to the extent stipulated to the contrary. Such Linked Web Sites are visited at the Subscriber's or the Subscribed Advisor's own risk.

MODIFICATION, SUSPENSION OR TERMINATION

PlanPlus may make changes to the PlanPlus Global Software without notification to Subscriber, Subscribed Advisors or Clients, except that if we are required by law to give the Subscriber and/or Subscribed Advisors' or Clients prior notice of any change, the change will not take effect until the Subscriber and/or Subscribed Advisors and/or Clients have been notified.

PlanPlus may, in its sole and absolute discretion, suspend the Subscriber's and/or the Subscribed Advisors access to the PlanPlus Global Software, in whole or in part, until further notice, with immediate effect:

- a) to periodically maintain or improve the Websites or SuitabilityPro Modules;
- b) to comply with any order, instruction or request of any government, or other competent judicial, administrative, or regulatory authority; or
- c) if PlanPlus believes that there has been an unauthorized access of the PlanPlus Global Software or any infringement of PlanPlus's Intellectual Property Rights.

PlanPlus will endeavour, where possible to provide the Subscriber and/or the Subscribed Advisors with reasonable notice of such suspension.

Whilst PlanPlus will use its best endeavours to minimise disruption to the PlanPlus Global Software, unscheduled outages may occur from time to time.

PlanPlus may, in its sole and absolute discretion, immediately terminate this Agreement and the licence(s) and permission(s) to use the PlanPlus Global Software granted herein, without notice or liability (including for any refund or credit to the Subscriber), if we determine, acting reasonably, that:

- the Subscriber or a Subscribed Advisor has breached any portion of or fails to comply with any obligations under this Agreement;
- the Subscriber or a Subscribed Advisor has made any representation to PlanPlus that is inaccurate; or
- the Subscriber or a Subscribed Advisor's use of the PlanPlus Global Software violates any applicable law or regulation or otherwise inhibits any other Subscriber from using or accessing the PlanPlus Global Software or Websites.

In the event of termination for any of the above, any fees payable to PlanPlus shall immediately become due. Any fees paid in advance shall not be refunded. If any fee to be paid by the Subscriber or a third party for the rights and licence(s) granted herein is past due, PlanPlus may terminate this Agreement and the licence(s) granted herein without prior notice. The Subscriber agrees that upon termination PlanPlus may, but is not required to, delete all information related to Subscribed Advisors and their Clients and may bar access to the PlanPlus Global Software.



On termination of this Agreement for any reason, the Subscriber and Subscribed Advisors must cease using the PlanPlus Global Software and must cease and prevent any access to the PlanPlus Global Software using their Logons.

None of the foregoing limits any other legal, equitable, or contractual rights available to PlanPlus.

DISCLAIMER AND LIMITATION OF LIABILITY

PlanPlus does not warrant that the PlanPlus Global Software is free from bugs, viruses, errors, or other program limitations and does not guarantee that the PlanPlus Global Software will be available for the Subscriber's or a Subscribed Advisor's use at the times or locations of their choosing.

EXCEPT AS SET OUT BELOW, THE PARTIES AGREE TO EXCLUDE ANY:

1. CONDITION OR WARRANTY WHICH WOULD OTHERWISE BE IMPLIED INTO THIS AGREEMENT, RELATING IN ANY WAY TO THE PLANPLUS GLOBAL SOFTWARE (TO THE EXTENT PERMITTED BY LAW);
2. LIABILITY FOR ANY LOSS OR DAMAGE, WHETHER IN CONTRACT, TORT (INCLUDING FOR NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF FORESEEABLE ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT. IN PARTICULAR, PLANPLUS WILL NOT BE LIABLE TO THE SUBSCRIBER OR ANY SUBSCRIBED ADVISOR OR ANYONE ELSE (INCLUDING ANY CLIENT OF AN ADVISOR) FOR ANY:
 - a) LOSS OF PROFITS, SALES, BUSINESS OR REVENUE
 - b) BUSINESS INTERRUPTION
 - c) LOSS OF ANTICIPATED SAVINGS
 - d) LOSS DUE TO UNAVAILABILITY OF SYSTEMS
 - e) LOSS OF DATA
 - f) LOSS OF BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION
 - g) ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE

ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, A SUBSCRIBED ADVISOR'S ACCESS TO OR USE OF (OR INABILITY TO USE) THE PLANPLUS GLOBAL SOFTWARE, OR A SUBSCRIBED ADVISOR'S OR CLIENT'S RELIANCE ON THE INFORMATION AVAILABLE ON OR THROUGH THE PLANPLUS GLOBAL SOFTWARE.

Nothing in this Agreement excludes or limits liability for death or personal injury arising from negligence, or fraud or fraudulent misrepresentation, or any other liability that cannot be lawfully excluded.

Where any legislation implies any condition or warranty into a Subscribed Advisor's use of or any arrangement arising out of a Subscribed Advisor's access to or use of the PlanPlus Global Software that legislation prohibits exclusion of that condition or warranty, then that condition or warranty is included to the extent that such condition or warranty cannot be lawfully excluded.

TO THE EXTENT PERMITTED BY LAW, PLANPLUS'S LIABILITY FOR BREACH OF ANY EXPRESS PROVISION OF THIS AGREEMENT OR ANY NON-EXCLUDABLE CONDITION OR WARRANTY IS LIMITED TO THE RE-SUPPLY OF OUR SERVICES.



TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL PLANPLUS'S AND/OR ITS REPRESENTATIVES TOTAL LIABILITY TO THE SUBSCRIBER, SUBSCRIBED ADVISORS AND/ OR TO A THIRD PARTY INCLUDING CLIENTS OF SUBSCRIBED ADVISORS FOR ANY AND ALL CLAIMS OR DAMAGES UNDER THIS AGREEMENT FOR ANY CAUSE WHATSOEVER (INCLUDING NEGLIGENCE) EXCEED THE TOTAL AMOUNT PAID FOR THE SUBSCRIPTION FOR THE PREVIOUS 12 MONTHS BEFORE THE OCCURRENCE RESULTING IN THE CLAIM OR DAMAGE.

The limitations of damages set forth above are fundamental elements of the basis of the bargain between PlanPlus and the Subscriber. PlanPlus would not be able to have provided this Agreement or access to the PlanPlus Global Software without such limitations.

INDEMNIFICATION

The Subscriber agrees to indemnify, defend, and hold harmless PlanPlus and its subsidiaries, affiliates, officers, directors, employees, agents and contractors from any and all claims, liability, damages and/or costs (including without limitation legal fees) arising from the Subscriber's failure or a Subscribed Advisor's failure to comply with this Agreement, and from any unauthorized use of the PlanPlus Global Software relating to or arising from the Subscriber, or relating to or arising from, in any manner, any services or advice alleged to have been rendered or not rendered by or on behalf of the Subscriber or a Subscribed Advisor to any third party including Clients.

SPECIFIC WARNINGS

Details contained in this Agreement have been prepared in accordance with the laws of Ontario, Canada and may not satisfy the laws of any other country. It is the Subscriber's responsibility to determine whether the services provided by the Subscriber and/or by Subscribed Advisors, as provided for under this Agreement are permitted under the laws of the jurisdiction where the Subscriber and/or the Subscribed Advisors reside. If such services are not permitted, the Subscriber and/or Subscribed Advisors, may not access and use the PlanPlus Global Software and the Subscriber agrees to indemnify PlanPlus and its subsidiaries, affiliates, officers, directors, employees, agents and contractors from any and all claims, liability, damages and/or costs (including without limitation legal fees) arising from any claim brought against PlanPlus or its subsidiaries, affiliates, officers, directors, employees, agents and contractors relating to the Subscriber's or any Subscribed Advisors' use of the PlanPlus Global Software being in breach of the applicable law.

The Subscriber acknowledges that despite all reasonable precautions on our part, there is a risk of unauthorized access to or alteration of the Subscriber's or the Subscribed Advisor's transmissions, or to data or information contained on the Subscriber or an Advisor's equipment, or on the Websites. We do not accept responsibility or liability of any nature for any such losses that the Subscriber, Subscribed Advisors or its Clients may sustain as a result of such activity.

PlanPlus will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect the Subscriber's, a Subscribed Advisor's or a Client's software or hardware, data or other proprietary material due to the Company's and/or Subscribed Advisors' use of the PlanPlus Global Software or to the Subscriber's



and/or Subscribed Advisors' and/or Clients downloading of any content on it, or on any website linked to it.

The Subscriber and/or Subscribed Advisors must not misuse the PlanPlus Global Software or access to the SuitabilityPro Modules by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. The Subscriber and/or Subscribed Advisors must not attempt to gain unauthorized access to the Agreement or access to the SuitabilityPro Modules, the server on which the SuitabilityPro Modules are stored, or any server, equipment or database connected to the PlanPlus Global Software. The Subscriber and/or Subscribed Advisors must not attack the PlanPlus Global Software or access to the PlanPlus Global Software via a denial-of-service attack or a distributed denial-of service attack. In the event of such a breach, the Subscriber's and/or Subscribed Advisors' right to use the PlanPlus Global Software will cease immediately.

GENERAL PROVISIONS

Except as provided for herein, the Subscriber acknowledges that this Agreement is a complete statement of the agreement between the Subscriber and PlanPlus regarding the PlanPlus Global Software, and that there are no other prior or contemporaneous understandings, promises, representations, or descriptions regarding this Agreement.

The representatives of PlanPlus are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on PlanPlus, other than in writing signed by an officer of PlanPlus. Accordingly, any such additional statements are not binding on PlanPlus and the Subscriber and/or Subscribed Advisors should not rely upon such statements.

PlanPlus may make changes to this Agreement, which will become effective on the next renewal of the Subscription. Notice of such changes must be provided to Subscriber at least 30 days prior to the date of the renewal. If Subscriber does not accept the changes, the only remedy is to not renew the Subscription.

If any provision or part provision of this Agreement is invalid, unenforceable or illegal for any reason, then it shall be deemed modified to the minimum extent necessary to make it valid, enforceable and legal. If such modification is not possible, the relevant provision or part provision shall be deemed omitted and the remaining provisions will continue in full force and effect and the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible achieves the intended commercial result of the original provision.

This Agreement is deemed entered into at Toronto, Ontario, Canada and binding on the parties by the Subscriber's representative clicking "Accept" and shall be construed as to its fair meaning and not strictly for or against either party.

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), is to be governed by and interpreted in accordance with the laws of Ontario, Canada and the parties agree to submit to the exclusive



jurisdiction of the Courts of Ontario and/or the Federal Court of Canada sitting in Toronto, Ontario, Canada as regards any dispute or claim or matter arising under this Agreement or in connection with its subject matter or formation (including non-contractual disputes or claims). The parties irrevocably attorn to the jurisdiction of the Courts of Ontario and the Federal Court of Canada. Notwithstanding this, in the event a Party wishes to seek injunctive relief with respect to any matter related to this Agreement either Party may seek such injunctive relief in a court of competent jurisdiction. The parties specifically disclaim application of the United Nations Convention on Contracts for the International Sale of Goods.

Subscriber agrees that this Agreement may not be construed adversely against us solely because we prepared it.

DEFINITIONS

“Advisor’s Planning Assumptions” are the assumptions selected by the Advisor to align the PlanPlus Global Software to the Advisor’s professional judgement as set out in the Settings of the SuitabilityPro Modules. The Advisor’s Planning Assumptions include, but are not limited to, inputs for the Professional Judgement Matrix, the Advisor’s capital market assumptions (“Capital Market Assumptions”) and default solutions and investment policies (“Default Investment Policies”).

“Documentation” means the training and technical resources at www.planplusglobal.com as set out under Support as amended from time-to-time.

“Methodology” means PlanPlus’ Intellectual Property used within the PlanPlus Global Software and the processes for using the PlanPlus Global Software as described in the Documentation.

“Professional Judgement Matrix” means the process for using the Profiler as described in the Documentation in order to calculate the Suitability Score™ for a portfolio.

HOW TO CONTACT US

Notices and questions concerning the Agreement or the Subscriber’s use or access to the PlanPlus Global Software, or any aspect of this Agreement including the Privacy Statement, may be directed to PlanPlus by emailing us at privacy@planplusglobal.com.