

Terms and Conditions to Financial Review Agreement

These Terms and Conditions are incorporated by reference into Christy Capital Management, Inc.'s ("CCM's") Financial Review Agreement. These Terms and Conditions and the Financial Review Agreement (collectively "the Agreement") establish and govern the relationship between Client and CCM.

CCM and Client further agree that:

- (1) **Risk Acknowledgment; Limitations**. CCM does not guarantee the future performance of any asset allocation, investment product, strategy, or recommendations related thereto. Client understands that investments are subject to various market, interest rate, currency, economic, political and business risks, and that the purchase or sale of any investment product will not always result in profitable performance. CCM is not providing and will not provide tax, legal, or accounting advice.
- (2) **Liability**. CCM, acting in good faith, shall not be liable for any action, omission, investment recommendation, or loss in connection with this Agreement. However, under certain circumstances, federal and state securities laws impose liabilities on persons who act in good faith; therefore, nothing contained in this Agreement shall constitute a waiver of any rights that the client may have under federal and state securities laws.
- (3) **Assignment**. This Agreement may not be assigned by either the Client or CCM without the prior written consent of the other party.
- (4) **Client Relationship**. Unless Client executes a separate agreement with CCM, the client relationship established by this Agreement shall end upon delivery of the Financial Review and completion of the Consultation with Client. CCM's duty to hold the Consultation shall be satisfied if CCM has made a good faith effort to schedule same and Client has not responded or is consistently unavailable for 30 days. The Client is the individual who signed the Financial Review Agreement and no other person.
- (5) **Conflicts and Survival**. Any conflict between these Terms and Conditions shall be resolved in favor of the Financial Review Agreement. Those provisions which would naturally survive termination of an agreement shall survive the termination of the client relationship and this Agreement.
- (6) **Severability**. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in such jurisdiction or any other jurisdiction.

- (7) **Electronic Delivery.** Client authorizes CCM to distribute materials and information to client in an electronic format to the email address provided by Client, including any disclosures or notices required by law.
- (8) **Verification of Client Identity.** CCM may be required by federal law to take any necessary and appropriate measures to confirm the identity of Client and Client's source of wealth. To that end, CCM may obtain information such as Client's: (a) name; (b) address; (c) date of birth; and (d) identification number (e.g., driver's license or passport number). CCM may require Client to provide a copy of a current government-issued photo identification.
- (9) **Applicable Law.** This Agreement supersedes and replaces, in its entirety, any previous agreement by and between the parties hereto. To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
- (10) **Authority.** Client represents and warrants that he or she has all requisite legal authority to execute this Agreement and to provide to financial and related information to CCM.
- (11) **Dispute Resolution.** Any dispute arising from or related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation of the Christian Conciliation Service, a division of Relational Wisdom 360. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement and expressly waive their right to file a lawsuit in any civil court against one another for such disputes, except to enforce an arbitration decision.
- (12) **Force Majeure.** CCM shall not be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities.
- (13) **Entire Agreement.** This Agreement and any exhibits hereto constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto.
- (14) **Titles and Captions.** All section titles or captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation of this Agreement.