

TRANSACTIONAL DATA AGREEMENT

This Transactional Data Agreement (the "Agreement") is by and between Raymond James & Associates, Inc., a Florida corporation, acting on behalf of itself and its affiliated entities ("Disclosing Party"); FI360, Inc., a Delaware corporation ("Receiving Party"); and _____, a financial advisor registered with Raymond James Financial Services, Inc., which is an affiliate of Disclosing Party ("Requesting Party"). This Agreement sets forth the terms and conditions that shall govern Disclosing Party's delivery of certain non-public, confidential, client account information, transactional activity, and holdings (the "Transactional Data") of account owners of Requesting Party (each, an "Account Owner") in an electronic or data feed format ("Data Feed") to Receiving Party in order to facilitate Requesting Party's integration of transactional data into fi360's toolkit and data license and monitoring of ERISA retirement plans (the "Purpose"). In consideration of Receiving Party's receipt of and use of the Transactional Data or Data Feed, the parties hereby agree as follows.

1. Receiving Party agrees: (i) not to use for any purpose any portion of the Transactional Data, except for the Purpose; (ii) to hold the Transactional Data or Data Feed in strict confidence and protect the Transactional Data (including, without limitation, all precautions Receiving Party employs with respect to its confidential materials and/or other nonpublic personal information) or Data Feed and for purposes of integrating the Transactional Data into fi360's Toolkit and Data License; and (iii) to hold and use the Transactional Data or Data Feed only in compliance with the applicable state and federal laws, including, but not limited to, the Gramm-Leach Bliley Act, Regulation S-P, 201 CMR 17.00, and other applicable state and federal data privacy laws (the "Privacy Laws"). Requesting Party shall immediately notify Disclosing Party when the Receiving Party no longer needs to receive an Account Owner's Transactional Data or Data Feed. Receiving Party will certify to its compliance with the applicable laws upon Disclosing Party's request and will permit Disclosing Party or its agents or regulators with jurisdiction over it to audit and assess Receiving Party's compliance with such laws.
2. ALL INFORMATION IS PROVIDED ON AN "AS IS" BASIS, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, AND DISCLOSING PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DISCLOSING PARTY MAKES NO WARRANTY THAT (i) THE TRANSACTIONAL DATA OR DATA FEED WILL BE ACCURATE, COMPLETE OR RELIABLE, OR (ii) ANY ERRORS IN THE TRANSACTIONAL DATA OR DATA FEED WILL BE CORRECTED. DISCLOSING PARTY SHALL NOT BE LIABLE TO RECEIVING PARTY, REQUESTING PARTY, OR TO ANY THIRD PARTY WITH RESPECT TO ANY ACTUAL OR ALLEGED INACCURACY, UNTIMELINESS, INCOMPLETENESS, INADEQUACY, UNFITNESS, UNMERCHANTABILITY, OR UNAVAILABILITY OF THE TRANSACTIONAL DATA OR DATA FEED.
3. Receiving Party will promptly notify Disclosing Party following incidents of unauthorized access to or use of and/or loss of any Transactional Data or Data Feed by Receiving Party which causes a material harm (a "Data Breach"). Receiving Party will be responsible for the cost and expense of the providing of twenty-four (24) months of credit monitoring services to those Account Owner(s) impacted by the Data Breach. Receiving Party will cooperate with Disclosing Party in the event of any legal action, notification requirement, or regulatory or self-regulatory inquiry related to or arising out of the Data Breach.
4. Requesting Party represents and warrants that it has authorized and procured authorization for Disclosing Party to disclose the Transactional Data or Data Feed to Receiving Party.
5. Receiving Party and Requesting Party will indemnify and hold harmless Disclosing Party and its affiliates from and against any and all claims, demands, proceedings, suits, actions, regulatory or self-regulatory actions, losses, liabilities, damages, expenses and costs (including reasonable internal or external attorney's fees) arising out of or relating to their own breach of this Agreement or a Data Breach. Moreover, all parties agree that due to the unique nature of Disclosing Party's Transactional Data or Data Feed for which there can be no adequate remedy at law for any breach of its obligations hereunder, including, but not limited to, any Data Breach, which breach may result in irreparable harm to Disclosing Party, and therefore, that upon any such breach or any threat thereof, Disclosing Party shall be entitled to equitable relief (including, but not limited to, injunctive relief) in addition to any other rights and remedies that may be available and no proof of special damages will be necessary to enforce this Agreement.
6. This Agreement shall automatically terminate on the earlier of: i) the last date of disclosure by Disclosing Party of any Transactional Data or Data Feed hereunder, or ii) the termination date of the Independent Branch Operating Agreement by and between Requesting Party and Receiving Party. Requesting Party shall notify Receiving Party within five (5) business days if there is a termination of the Independent Branch Operating Agreement as between the Requesting Party and Disclosing Party, hereunder. Any party may terminate this Agreement with thirty (30) days' prior written notice to the other party. Disclosing Party may immediately terminate this Agreement, without liability, if Receiving Party or Requesting Party breaches this Agreement or if the Receiving Party suffers a Data Breach. Upon termination of this Agreement, no party shall have any further rights or obligations hereunder. Notwithstanding the foregoing, the obligations of confidentiality and compliance with the applicable Privacy Laws with regards to the Transactional Data or Data Feed shall survive the termination of this Agreement.
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its conflicts of laws provisions.
8. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates. This waiver applies to any action or legal proceeding, whether sounding in contract, tort or otherwise.

FI360, Inc.

Sign: _____

Name: _____

Title: _____

Date: _____

Sign: _____

Name: _____

Title: _____

Date: _____

Raymond James & Associates, Inc.

Sign: _____

Name: _____

Title: _____

Date: _____