

Business Assessment Tool - Terms of Use

As of 5/9/17

At AssetMark, Inc., together with our affiliates (collectively referred to as "AssetMark"), we are pleased to provide you with access to some Practice Management Services, including use of the Business Assessment Tool (the "Tool"), and this website ("Site"). Your use of these Services, the Tool and the Site is subject to the following terms of use set out in this agreement ("Agreement"). By clicking "I Agree" below and accessing this Site, you accept and agree to be bound by this Agreement. Your use of this Site is governed by the version of this Agreement in effect on the date the Site is accessed by you. AssetMark reserves the right to modify this Agreement at any time and without prior notice. You may review the Agreement at https://www.assetmark.com/~media/assetmark/files/business_assessment/bat_terms_of_use This Agreement is in addition to the assetmark.com Terms of Use. Please use caution and common sense when using this Site and consult with your own legal, compliance, tax and other professional advisors before deciding to utilize this Tool or any others.

1. SERVICES AND USE OF ASSETMARK SITE

AssetMark is providing this Tool and access to this Site solely as an accommodation to educate financial advisers regarding important practice management issues. Unless otherwise indicated on the Site, AssetMark does not make any representations whatsoever as to the correctness or accuracy of the Site, the information contained on it or provided to you as a result of your use of it. You assume full and complete responsibility in the use of and reliance on any and all information provided through the Site or provided to you by AssetMark in connection with your use of the Site, sources of advice and assistance, referrals to professionals, sample forms, language, checklist and other documentation and information. You will not rely on the information contained on the Site or provided to you by AssetMark in connection with your use of it in entering into any transaction. You will conduct your own due diligence before entering into a transaction. AssetMark assumes no responsibility for verifying, investigating, supplementing, updating or correcting the information contained on the Site in connection with your use of it or for performing any due diligence with respect to any transaction contemplated by you. ASSETMARK DOES NOT PROVIDE LEGAL, TAX, ACCOUNTING, FINANCIAL OR REGULATORY ADVICE IN THE ACQUISITION, MERGER OR SALES PROCESS, OR WITH RESPECT TO ANY INFORMATION CONTAINED ON THE SITE.

2. POSTINGS ON TOOL

You are solely responsible for all Information you post or otherwise communicate using the Tool, and AssetMark acts only as a passive conduit for distribution and publication of such Information. You represent and warrant that all information you post or otherwise communicate using the Tool shall not: (i) be false, inaccurate or misleading; (ii) contain any advertising; (iii) infringe any third party's copyright, trademark or other proprietary rights; (iv) violate any law, statute, ordinance or regulation; (v) be defamatory or harassing; (vi) contain any viruses or other malicious software; (vii) be obscene or otherwise inappropriate; and (viii) contain any information regarding individual clients, their accounts or holdings. Without limiting or waiving any right or remedy AssetMark may have with regard to a breach of this Agreement by you, whether provided under this Agreement or otherwise, AssetMark may delete your posting, in whole or in part, and restrict access to the Site if AssetMark believes you to be in violation of this Section 2.

3. ASSETMARK ROLE NOT AGENT OR FIDUCIARY

AssetMark provides the Site and the information contained therein to you as an independent contractor only and not as an agent or representative of or fiduciary to you or any other person. AssetMark has no involvement in the negotiation or completion of any transaction between you and, as the case may be, any buyer, seller or service provider. As a result, unless otherwise indicated on the Site, AssetMark has no control over the truth or accuracy of any information provided on the Site or otherwise provided to you by AssetMark in connection with your use of it.

4. INFORMATION POSTED ON THE SITE/CONFIDENTIALITY

Information posted on the Site is visible to any AssetMark employee and may be used by AssetMark to provide services to you. You authorize the disclosure of your information to AssetMark personnel in connection with the administration of the Site. NO INFORMATION REGARDING INDIVIDUAL CLIENTS, THEIR ACCOUNTS OR HOLDINGS MAY BE POSTED ON THE SITE.

5. INDEMNIFICATION

You hereby agree to release, defend, indemnify, and hold harmless AssetMark and its affiliates, officers, directors, agents, subsidiaries and employees from and against any claim, action, proceeding, liability, loss, damage, cost, or expense (including, without limitation, attorneys' fees and expert costs) of any kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way connected with your breach of this Agreement, your use of the Site or any transaction that arises from your use of this Site including any potential sale or acquisition (each a "Claim" and, collectively, the "Claims"); except any such claims, demands and damages that are the result of AssetMark's gross negligence or willful misconduct. You shall pay all amounts that a court finally awards or that you agree to in settlement of any Claim(s) as well as any and all of AssetMark's expenses or charges as they are incurred by AssetMark or any other party indemnified under this Section in cooperating in the defense of any Claim(s). This obligation shall survive expiration or termination of this Agreement.

6. TERMINATION

AssetMark may terminate authorization to use the Site without prior notice to you for any reason, including, but not limited to, your breach of any of the terms and conditions of this Agreement.

7. GENERAL TERMS

This Agreement has been made in and will be construed and enforced in accordance with California law, as applied to agreements

entered into and completely performed in California. The provisions of Sections 2 (Postings on Tool), 5 (Indemnification) and 7 (General Terms) shall survive any expiration or termination of this Agreement. Failure to insist on strict performance of any term of this Agreement will not operate as a waiver of any subsequent default or failure of performance, and any waiver of any term of this Agreement will not be taken or held to be a waiver of the term itself. No waiver of any term of this Agreement will be valid unless in writing and acknowledged in writing by the waiving party. If any portion of this Agreement is adjudged invalid or unenforceable by a court of competent jurisdiction, such provision will be enforced to the maximum permissible extent to effect the intent of the parties, and the remaining portions will remain in full force and effect. No joint venture, partnership, franchise, employment, or agency relationship exists between you and AssetMark as a result of this Agreement or your use of the Site. This Agreement constitutes the entire agreement between you and AssetMark with respect to the Tool; provided, however, that you will also be subject to any additional terms and conditions of which you are notified and to which you manifest your consent by continued use of the Site. This Agreement will not supersede or replace any terms of any other Agreements that you may sign with AssetMark.