

1. SCOPE OF AGREEMENT

This Terms of Use Agreement ("Agreement") by and between the Business Unit Execution ("we", "us", "our" or "BUSINESS UNIT EXECUTION LLC") and you ("you", "your" or "User") governs your use of the www.buexecution.com web site ("Site") together with all information, content, products, materials and services made available to you through the same by us and/or third parties (which together with the Site shall be collectively referred to as the "Services"). By using or otherwise accessing the Services, or any component thereof, in any manner whatsoever, you agree to be bound by and comply with the terms and conditions of this Agreement. If you do not agree to this Agreement, do not access or use the Services in any manner.

When we refer to the "use" of the Services in this Agreement, we mean any actual or attempted access or use of the Services, including, without limitation, any transmission, exchange of information or communication associated with the Services. These terms and conditions, together with the other terms of use applicable to other BUSINESS UNIT EXECUTION LLC-owned or controlled web sites and any other policies, rules and provisions which are described, linked or otherwise referred to and form a part of this Agreement, including, without limitation our Privacy Policy (<http://www.buexecution.com/privacypolicy.pdf>) constitute the entire agreement between you and us, superseding any and all prior or inconsistent understandings, representations or agreements regarding the Services.

BUSINESS UNIT EXECUTION LLC reserves the right to modify the terms of this Agreement at any time, and will post a notice of such changes. The changes become effective immediately upon posting (the "Effective Date"). If any change to the Agreement is not acceptable to you, you must stop using the Services. Your use of the Services after the Effective Date shall constitute your acceptance of such changes. If we make any new products or services available, they will be considered a part of the Services and your use of them will be governed by the terms and conditions of this Agreement unless we notify you that different terms and conditions apply. You must also comply with any additional terms, which apply to third-party content, material, information, software or other services.

2. LINKS

As a courtesy to Users, we may provide links to other websites or resources owned and operated by third parties. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or other materials on or otherwise made available via such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services made available on or through any such site or resource.

3. TRADEMARKS

The BUSINESS UNIT EXECUTION LLC Trademarks ("Marks") and BUSINESS UNIT EXECUTION LLC logo appearing on this site may not be used in any advertising or publicity, or otherwise to indicate BUSINESS UNIT EXECUTION LLC's sponsorship of or affiliation with any product or service, without BUSINESS UNIT EXECUTION LLC's prior express written permission. You are prohibited from using BUSINESS UNIT EXECUTION LLC Marks or any names, marks, or other materials in a manner that is likely to cause confusion or dilute or damage the reputation or image of BUSINESS UNIT EXECUTION LLC. You agree you will not alter any BUSINESS UNIT EXECUTION LLC Mark in any manner to make it appear that BUSINESS UNIT EXECUTION LLC is endorsing, sponsoring, authorizing or affiliated with you, your company, or any third party, except as expressly permitted in writing by BUSINESS UNIT EXECUTION LLC.

4. REGISTERED USERS ACCOUNT, PASSWORD AND SECURITY

In consideration of your use of the Site, you represent and warrant that you are of legal age to form a binding

contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the relevant portions of the Site (the "Registration Data") and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or BUSINESS UNIT EXECUTION LLC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, BUSINESS UNIT EXECUTION LLC has the right to suspend or terminate your access to the Site and refuse any and all current or future use of the Site, or any portion thereof.

You are solely responsible for maintaining the strict confidentiality of your User IDs and passwords and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your User IDs/passwords, your disclosure of your User IDs/passwords, or your authorization to allow another person to access and use the Services using your User IDs/passwords. You agree to immediately notify us if you become aware of any unauthorized use of your User IDs/passwords or other need to deactivate a User ID/password due to security concerns.

5. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONTENT ON THE SITE (INCLUDING BUT NOT LIMITED TO ALL BUSINESS UNIT EXECUTION LLC INTELLECTUAL PROPERTY, TEXT, MATERIALS, SOFTWARE, FUNCTIONS, SERVICES, AND INFORMATION MADE AVAILABLE HEREIN OR ACCESSED BY MEANS HEREOF) IS PROVIDED **AS IS**, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL BUSINESS UNIT EXECUTION LLC BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE INTERACTIVE SERVICES. BUSINESS UNIT EXECUTION LLC DOES NOT WARRANT OR GUARANTEE UNINTERRUPTED ACCESS TO THE SITE, OR ANY SITE LINKED TO THE SITE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THIS SITE AND ANY INFORMATION ON THIS SITE.

6. LIMITATION OF LIABILITY RELEASE

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BUSINESS UNIT EXECUTION LLC, ITS LICENSORS, SUPPLIERS, PARTNERS, AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER FORM OF DAMAGES IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SITE AND SERVICES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT BUSINESS UNIT EXECUTION LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN THE EVENT YOU HAVE ANY DISPUTE WITH ONE OR MORE THIRD PARTIES AS A RESULT OF YOUR USE OF THE SITE OR THE SERVICES, OR ARE IN ANY WAY DAMAGED AS A RESULT OF ANY THIRD PARTY IN CONNECTION THEREWITH, YOU HEREBY RELEASE AND COVENANT NOT TO SUE OR OTHERWISE MAKE A CLAIM, DEMAND OR FILE ANY LEGAL ACTION OR INSTITUTE ANY LEGAL OR REGULATORY PROCEEDINGS AGAINST US, OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUPPLIERS FROM, FOR ANY CLAIMS, ACTIONS, DEMANDS OR DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL), OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER FORESEEABLE OR NOT, DISCLOSED OR UNDISCLOSED.

7. INDEMNITY

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result

of, or in any manner related to any claim or action based upon (a) your breach of the terms and conditions of this Agreement, (b) your use of the Services, and/or (c) the use of the Services by any other person using your IDs. We may, if necessary, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement, which may adversely affect our rights or obligations, shall be made without our prior written approval. We reserve the right, at our own expense and upon notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

8. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the Parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents, which may conflict with this Agreement, including any terms/conditions posted by Users