

This CLIENT PORTAL AGREEMENT (“Agreement”) is made by and between POSTLETHWAITE & NETTERVILLE (A PROFESSIONAL ACCOUNTING CORPORATION) (the “Firm”) and each individual, business, organization, or other person or entity (“Client” or “You”) that uses the Client Portal provided by the Firm. Each time such Client Portal is used, an implicit affirmation is given for the acceptance of the following terms and conditions, effective on the date that you access the Client Portal:

1. PURPOSE

Firm provides a client portal by using a third party to permit easy and secure electronic transfer of documents between Client and Firm the (“Client Portal”). The Client Portal is exclusively provided to Firm’s clients and intended for their sole use.

2. USE AND AMENDMENTS TO THE AGREEMENT

The Firm’s Client Portal is offered to you conditional upon your acceptance of the terms, conditions, and notices contained within the Client Portal and updated from time to time. Firm reserves the right, in its sole discretion, to modify, alter, or otherwise change the Agreement at any time and without notice. All modified terms and conditions will be effective after the modified terms and conditions are posted on the Client Portal. Your continued use of the Client Portal after the posting of any amended terms and conditions shall constitute Your agreement to be bound by any such changes. If any modified terms and conditions are not acceptable to You, Your sole remedy is to cease using the Client Portal.

Firm, at its sole discretion, may modify, suspend, discontinue or restrict the use of any portion of the Client Portal, including the availability of any portion of the content at any time, without notice or liability. You agree that Firm has no responsibility or liability for the deletion of, or the failure to store or to transmit, any content and other communications maintained on or through the Client Portal. Additionally, you agree that the Firm is not responsible for the security of any material that Client downloads from the Client Portal.

3. DESCRIPTION OF SERVICE

The Firm's Client Portal provides authorized Clients with access to information displayed on the Client Portal and for delivery of documents and communications for their account only. The information, documents, and communications on the Client Portal are provided as a convenient resource to Clients.

The Client Portal provides the ability for two way exchanges of documents between you and the Firm and serves exclusively as a secure environment to transmit documents back and forth. The Client Portal is not designed as a means for regular communication. However, announcements and notifications may be posted on the Client Portal as documents are delivered or made available, or as necessary to communication with all Clients that have Client Portals.

4. SERVICE AVAILABILITY

Firm makes no representation or warranty that 24-hour service will be available. Client agrees and acknowledges that the Client Portal will, at times, be unavailable due to regularly scheduled maintenance, service upgrades, or other mechanical or electronic failures. Firm shall not be responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Client Portal. In addition, Firm is not responsible for any problems or technical malfunctions of any telephone or fiber network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of any e-mail to be received by Firm on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to the Client's computer or peripherals related to downloading any materials in from the Client Portal.

5. SECURITY

Client Portal utilizes 256-bit, Secure Socket Layer (SSL) encryption with password and 2 factor protected access. Documents posted to the Client Portal by the Firm are encrypted before being passed over the internet and while being stored on the Client Portal. Documents are hosted on a Business Logic Layer, and a username and password are required to access files. In addition, documents added to Client Portal are scanned for viruses before being uploaded. Client agrees that these measures represent an adequate and reasonable level of security.

6. LOGON ACCOUNTS AND THEIR SECURITY

Firm will initiate individual logon accounts for those of Client's designees who need access to the Client Portal. Each account will have access only to those document areas requested by Client. Client agrees to establish a policy that logon information shall not be shared with others. In order to maintain security, Client agrees to designate a single individual as the authorized person to contact Firm to request employee logons. All initial logon passwords will be transmitted to the designee by email, which will then be changed by You. Client is responsible for ensuring that all persons who access the Client Portal through logon accounts set up for Client's designees are aware of this Agreement, and that they comply with this Agreement. Client agrees that Client is responsible for all activity through use of logon accounts set up for Client and Client's designees.

You acknowledge that the use of username, password, and 2 factor authentication is an adequate form of security. You are solely responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of the username and password of You and Your designees, (2) not allowing another person to use the username or password of You or Your designee, (3) any charges or damages that may be incurred as a result of Your or Your designee's neglect to maintain the strict confidentiality of the username and password of You and Your designees, and (4) promptly informing Firm in writing of any need to deactivate a username due to security concerns or otherwise. Client and Client's designees shall treat the username and password information of Client and its designees as confidential. Further, Client agrees to ensure that Client and its designees have exited from Client's account at the end of each session. You should use particular caution when accessing Your account from a public or shared computer so that others are not able to view or record Your password or other personal information. Firm is not liable for any harm related to the unauthorized use, misuse or theft of usernames or passwords, disclosure of usernames or passwords, or Your authorization to allow

another person or entity to access and use the Client Portal using Your username or password. You shall immediately notify in writing Firm of any unauthorized use of the username or password of Client or its designees and any breach of confidentiality. Firm has the right to disable any user identification code, username or password, whether chosen by You or provided by Firm, at any time in Firm's sole discretion for any or no reason, including, if in Firm's opinion, You have failed to comply with any provision of the Agreement.

7. TERMINATION OF LOGON ACCOUNT

Client agrees to notify Firm's Client contact via e-mail in writing when an individual logon account is to be terminated. Firm will confirm and terminate access within a reasonable time. However, Client cannot be assured that access has been terminated until Client receives an e-mail confirmation of termination from the Firm.

8. TERMS OF USE; NO UNLAWFUL OR PROHIBITED USE

As a condition of Your use of the Client Portal, You warrant and covenant to Firm that You and Your designee(s) will not use the Client Portal for any purpose that is unlawful or prohibited by these terms, conditions, and notices, or any other local, state, federal or foreign laws and regulations.

In addition, You agree not to and shall cause Your designee(s) not to do any of the following while using or accessing the Client Portal:

- upload, post, email or otherwise transmit any viruses, worms, defects, Trojan horses or other computer code that may interrupt, destroy, limit the functionality of the Client Portal, or interfere with the access of any user to the Client Portal;
- use the Client Portal in any manner which could damage, disable, overburden, or impair the Client Portal or interfere with any other party's use and enjoyment of the Client Portal;
- circumvent, disable, or otherwise interfere with security related features of the Client Portal or features that prevent or restrict use or copying of any software or features of the Client Portal;
- obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Client Portal;
- attempt to decipher, decompile, disassemble, reverse engineer, or otherwise attempt to discover or determine the source code of any software, feature, or aspect of the Client Portal;
- reformat or frame any portion of the Client Portal;
- use manual or automated software, devices, scripts robots, other device, means or processes to access, "scrape," "crawl," retrieve, index or spider any portion of the Client Portal or its content or features;
- attempt to probe, scan or test the vulnerability of any Firm system or network or breach or impair or circumvent any security or authentication measure protecting the Client Portal or its content;
- take any action that imposes or may impose, in Firm's sole discretion, an unreasonably or disproportionately large load on Firm's technology infrastructure or otherwise make excessive traffic demands of the Client Portal;
- attempt to gain unauthorized access to the Client Portal, computer systems or networks connected to the Client Portal through hacking, password mining or any other means;
- use the Client Portal in any way that competes with Firm; or

- encourage or instruct any other individual to do any of the foregoing.

Firm will determine, in its sole discretion, whether You have engaged in prohibited conduct; Firm's determination will be final and unreviewable, and You waive any and all rights You may have to challenge Firm's decision.

9. FIRM USE

Certain personally identifiable information may be collected from You when You use the Client Portal, and Firm may monitor Your usage of the Client Portal. By using the Client Portal, You agree that Firm may collect and use certain information. Firm reserves the right at all times to disclose any information, including personally identifiable information, as necessary to satisfy any applicable law, regulation, legal process or governmental request, to enforce the Agreement, to take action regarding suspected illegal activities, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Firm's sole discretion. YOU RELEASE, WAIVE AND HOLD HARMLESS THE FIRM AND AGREE TO DEFEND THE FIRM FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE FIRM DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE FIRM OR LAW ENFORCEMENT AUTHORITIES.

If You use the Client Portal outside of the United States, You consent to having Your personal data transferred to and processed in the United States.

10. CLIENT'S RESPONSIBILITY

You shall at Your own cost: (a) provide for Your own access to the internet and pay any service fees, telephone charges and online service usage associated with such access, (b) provide all equipment necessary for You to make such connection to the Client Portal, including a computer and modem, and (c) obtain and pay for any third party software necessary or desirable to access and use the Client Portal.

11. DISPUTE RESOLUTION

The parties agree that any dispute between Client and Firm relating to this Agreement, or the breach of it, shall, if negotiations and other discussion fail, be first submitted to mediation in accordance with the provisions of the AAA Professional Accounting and Related Services Dispute Resolution Rules of the American Arbitration Association ("AAA"). The parties agree to conduct the mediation in good faith and make reasonable efforts to resolve any dispute by mediation before resorting to litigation or some other dispute resolution procedure that they may subsequently agree to utilize. The mediator will be selected by agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The parties agree to conduct the mediation in Baton Rouge, Louisiana.

The mediation will be treated as a settlement discussion and, therefore, will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceedings. The costs of the mediation proceeding shall be shared equally by the parties. Any costs for legal representation shall be borne by the hiring party.

12. WARRANTIES AND LIMITATION OF LIABILITY

Client understands and agrees that Firm cannot and does not guarantee or warrant that files available for downloading from the internet or the Client Portal will be free of viruses or other destructive code. Client is responsible for and will implement sufficient procedures and checkpoints to satisfy Client's particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Client Portal for any reconstruction of lost data. THE FIRM MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EFFICACY OF THE SECURITY OF THE CLIENT PORTAL. THE CONTENT AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE FIRM SPECIFICALLY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY OR WARRANTIES AGAINST INFRINGEMENT. THE FIRM, ITS AFFILIATES, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY (i) ANY CONDUCT OF THIRD PARTIES, (ii) THE CLIENT PORTAL OR ITS CONTENT OR SOFTWARE, (iii) UNAUTHORIZED ACCESS TO THE CLIENT PORTAL OR SECURITY, (iv) USE OR ALTERATION OF CLIENT'S TRANSMISSIONS OR CONTENT, OR (v) ANY SERVICES PROVIDED HEREIN, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, AND EVEN IF THE FIRM HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE FIRM DOES NOT WARRANT THAT THE CLIENT PORTAL'S FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE FIRM'S CLIENT PORTAL OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE CLIENT PORTAL IS AT YOUR SOLE DISCRETION AND RISK. ANY MATERIAL OR CONTENT DOWNLOADED OR OTHERWISE ACCESSED OR OBTAINED THROUGH THE USE OF THE CLIENT PORTAL IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE, OR FOR ANY LOSS OF DATA, INCLUDING THEFT OF DATA, THAT RESULTS FROM YOUR USE OF THE CLIENT PORTAL. THE LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES OR LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Your sole and exclusive right and remedy in case of dissatisfaction with the Client Portal will be Your discontinuation of access to or use of the Client Portal.

13. INDEMNITY

You agree to defend, indemnify, and hold Firm, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, partners, representatives, and shareholders harmless from and against any and all claims, actions, demands, liabilities, damages, losses, costs, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of or in any way connected with

(i) Your access to or use of the Client Portal; (ii) access to or use of the Client Portal by Your designee(s); (iii) access to or use of the Client Portal using Your username and password or the username and password of Your designee(s); or (iv) violation of any provision of the Agreement by You or Your designee(s). Firm reserves the right, at Your expense, to assume the exclusive defense and

control of any matter for which You are required to indemnify Firm and You agree to cooperate with Firm's defense of these claims. You agree not to settle any matter without the prior written consent of Firm.

14. TERM, TERMINATION AND SURVIVAL

The term of this agreement extends past the life of the Client Portal and remains in full force and effect even if access is terminated to you or the Client Portal or if you cease to be a Client of the Firm. The Firm may at any time terminate in whole or in part the Firm's portal system or the Client Portals without notice or liability. The Firm may also choose to use a different third party software and/or hosting provider at any time without notice or liability.

15. MISCELLANEOUS

This is the entire agreement between Firm and Client regarding its subject matter. This Agreement does not modify or affect any existing or future engagement letter or agreement between Firm and Client. This Agreement is made and entered into in the State of Louisiana and is to be construed under the laws of the State of Louisiana as they from time to time exist, without giving effect to any choice or conflict of law provision or rule, whether of the State of Louisiana or any other jurisdiction. No waiver of these Terms of Use by Firm shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of Firm to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect. The headings contained in this Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Agreement.