

Forbes | SHOOK TOP ADVISOR DIRECTORY

Sales Terms and Conditions

By placing an order with Shook Research, LLC (“Shook”) in connection with the Forbes/Shook Top Advisor Directory (the “Directory”) produced by Shook in collaboration with Forbes Media LLC (“Forbes”), you (“Customer”) hereby agree to the sales terms and conditions set forth below (the “Terms”).

1. Eligibility

All offerings in connection with the Directory (each, an “Offering”) are only eligible to individuals who are: (a) financial advisors in Good Standing; and (b) ranked in a financial advisor ranking created by Shook and published by Forbes (each, a “List”). Offerings may only be purchased by or on behalf of such individuals (each, a “FA”) with respect to the List(s) on which the FA was ranked. “Good Standing” means that the financial advisor has: (i) not been the subject of professional or other disciplinary action since appearing on a List; and (ii) meets the minimum qualifying standards determined in Shook’s sole discretion in accordance with its List methodology.

2. Benefits

Subject to Customer’s timely payment of the Fee and these terms and conditions, the FA will be entitled to the benefits of the purchased Offering (the “Purchased Benefits”), as outlined in Customer’s corresponding Directory order form from Shook (the “Order”). For purposes of clarity, all Purchased Benefits (including any licenses therein) are intended for the applicable FA only and may not be assigned, sublicensed, or otherwise transferred.

3. Payment

Customer will pay the fee outlined in the Order (the “Fee”) in the manner outlined therein. Unless otherwise specified in the Order, Customer will pay the Fee in full by no later than 30 days after its receipt of Order confirmation/invoice.

4. License; Usage

Subject to Customer’s timely payment of the Fee, Shook and Forbes (as applicable), grant the applicable FA a non-exclusive, worldwide, non-transferable, non-sublicenseable license to use, in print and digital formats, the Purchased Benefits solely as permitted hereunder and pursuant to Customer’s Order. Notwithstanding anything to the contrary: (a) with respect to Purchased Benefits comprising inclusion in the Print and/or Online (Forbes.com) Directory, Customer may not create reprints or otherwise make or distribute copies of the Directory or any corresponding List without the permission of Forbes (such reprints and copies may be purchased via Forbes); (b) with respect to Purchased Benefits comprising a digital logo, such logo may only be used by the applicable FA in connection with the FA’s appearance on the applicable Directory/List, in print and/or digital formats, on the official website and/or social media profiles of the FA, in the FA’s professional email signature, and in self-marketing and self-promotional materials; and (c) Customer may not use the Marks (i.e., trademarks, trade names, service marks, service names and logos) of Shook or Forbes in any manner not expressly permitted hereunder including, but not limited to, in any manner independent of Customer’s Purchased Benefits.

5. Marketing; Press

Except as expressly provided in these Terms, neither Customer nor the FA may conduct any promotions, sponsorships, publicity, press release, or advertising promoting the Purchased Benefits or the FA's inclusion in a List, in any format, without the prior written approval of Shook and Forbes.

6. Proprietary Rights

Customer and the FA acknowledge and agree that the Purchased Benefits, Marks of Shook and Forbes, and all related content (e.g., Lists) and all right, title and interest therein, are and shall remain the exclusive property of Forbes and Shook (as applicable) and, except as expressly described in these terms, Customer and the FA will have no rights to copy, use, reproduce, display, perform, modify or transfer the Purchased Benefits, List, Directory, or any derivative works thereof. Neither Customer nor the FA will use the such content for any use other than those described herein without the prior written approval of Forbes and Shook.

7. Term; Termination

Unless otherwise specified in an Order, the term of Customer's Order and the Purchased Benefits will begin on the date of purchase and expire after one (1) year. The term will automatically renew for successive one-year periods, unless Customer notifies Shook of its intent not to renew at least 60 days prior to the scheduled expiration of the then-current term. If at any time during the term the FA is no longer ranked on the then-current version of the List on which they appeared, the FA will continue to receive the Purchased Benefits if the FA is in Good Standing, provided that: (a) the FA's digital profile will no longer contain a ranking (i.e., it will be unranked); and (b) the FA may not appear in the print directory. Either party may terminate the Order upon written notice if the other party has materially breached these Terms or the Order and fails to cure such breach within 30 days after its receipt of written notice of same from the other party. In addition, Shook or Forbes may immediately terminate the Purchased Benefits and all rights and licenses therein if, at any time, an FA is no longer in Good Standing. In the event of termination for failing to maintain Good Standing or termination for material breach by Shook, Shook will reimburse Customer on a pro-rata basis with respect to Fees previously paid for the time period remaining in the then-current term as of the date of termination. For purposes of clarity, upon any termination, the Purchased Benefits and all rights and licenses therein will immediately cease.

8. Indemnification; Limitation of Liability

Customer agrees to indemnify, hold harmless, and defend Shook and Forbes, its parents, subsidiaries, divisions, and affiliates, and their respective officers, directors, employees, agents and affiliates from any and all claims, liabilities, damages, costs and expenses of defense, including attorneys' fees, in any way arising from or related to Customer's illegal or unauthorized use of the Purchased Benefits, List, Directory, or the Marks of Shook or Forbes, Customer's violation of these Terms, or Customer's violation of any law or the rights of a third party. EXCEPT IN THE CASES OF WILLFUL MISCONDUCT AND RECKLESS CONDUCT ON THE PART OF SHOOK OR FORBES, IN NO EVENT SHALL SHOOK OR FORBES, THEIR PARENT COMPANIES, SUBSIDIARIES, AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, SUPPLIERS, OR AFFILIATES BE LIABLE TO ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE PURCHASED BENEFITS, WHETHER BASED UPON WARRANTY, CONTRACT OR TORT (NEGLIGENCE). EVEN IF SHOOK OR FORBES HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. EXCEPT IN THE CASES OF WILLFUL MISCONDUCT AND RECKLESS CONDUCT ON THE PART OF SHOOK OR FORBES, IN NO EVENT SHALL THE TOTAL LIABILITY OF SHOOK OR FORBES, THEIR AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, SUPPLIERS, OR AFFILIATES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THE PURCHASED BENEFITS, WHETHER IN WARRANTY, CONTRACT OR TORT (NEGLIGENCE), EXCEED THE AMOUNT YOU PAID TO SHOOK IN CONNECTION WITH THE EVENT GIVING RISE TO SUCH LIABILITY. You hereby acknowledge that the preceding paragraph shall apply to all products and services available in connection with the Directory and Lists.

9. Miscellaneous

These Terms, together with Customer's Order, replaces and supersedes all other written or oral understandings with regard to this matter, and may not be modified unless in writing and signed on behalf of all parties. Nothing in these Terms or any Order will be construed to create an employment relationship, joint venture or other association between Customer and Shook or Forbes or any agents thereof. Customer represents and warrants that you have the right and power to enter into any Order and these Terms on behalf of the applicable FA, and that Customer and the FA are at least 18 years old. These Terms and all Orders hereunder will be construed, and the rights and obligations of the parties hereunder governed, by and under the laws of the State of New York, New York, without reference to its conflicts of law principles.