



MERISTEM TERMS OF USE

The initial effective date of these Terms of Use is May 17, 2013. These Terms of Use (“Terms”) describe the terms and conditions for using the website with a home-page at <http://www.meristemfw.com> (“Website”) including all related and subsidiary webpages and access to any optimized version of this Website via a wireless device.

If you are a Meristem client or prospective client (or a respective duly authorized representative), you may have been granted access by Meristem to certain non-public portions of the Website or service offerings otherwise made accessible to you (for example, by an electronic invitation providing a link to a log-in page) through a uniquely assigned log-in from Meristem (“Client Login”). These terms do not amend or supersede any existing client agreements or other agreements that you may have with Meristem, but are in addition to such agreements and govern your use of our Website including Client Login.

Unless otherwise specified in these Terms, on the Website or on a specific Client Login, these Terms apply to all materials, tools and services provided through our Website including use of Client Login. These Terms constitute a legally binding agreement between you and Meristem, LLC (“Meristem”).

By using our Website including Client Logins or any other services or tools available to you through them, you agree to be bound by these Terms. We may update these Terms at any time, and such updated versions will be posted on the Website. It is your responsibility to review these Terms from time to time. By continuing to use the Website or any services available to you through our Website or Client Login, you consent to any updated version of these Terms posted on the Website.

Content

One purpose of this Website is to provide general information about Meristem and our events and services. From time to time, Meristem may also grant you access to additional content such as online presentations on investment topics provided by Meristem and as made available on this Website or through a Client Login. Such information and content (“Content”) provided by Meristem is for general information only and does not constitute financial or investment advice. Use of this Website does not create any client relationship between you and Meristem or make you eligible for any services from Meristem.

Although our goal is to provide accurate information, certain information made available on this Website may not be accurate or up-to-date. We may change, add or remove some or all of the Content on this Website at any time and reserve the right to discontinue or suspend any portion of this Website including, without limitation, any Client Login, at any time for any reason. This Website is intended for a United States audience. If you live outside the U.S., you may see information on this Website about opportunities or services that are not available or authorized in your country.

Subject to these Terms, Meristem grants you a personal, nontransferable, nonexclusive, revocable, limited license to view the Content on the Website for the sole purpose of learning information. You may also print a reasonable number of copies of the Content for your personal use, but in such case you must reproduce all proprietary copyright and trademark notices. All rights, title and interest in and to the Website and all portions thereof, and including the Content, and all intellectual property rights, including all copyright, trademark, patent and trade secret rights therein shall remain with Meristem and our respective licensors as may be the case, and no ownership interest is transferred to you or any other entity by virtue of making the Content available on this



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The Website may include links to third party websites that may contain information that may be useful or interesting to you. We do not endorse, and are not responsible for, the content and accuracy of linked websites operated by third parties or for any of your dealings with such third parties. You are solely responsible for your dealings with such third parties and we encourage you to read the terms of use and privacy policies on such third-party websites.

Client Login

If you are a Meristem client or prospective client, you may have been granted access by Meristem or its vendors to one or more Client Logins.

Our Client Logins are subscription-based services that we procure from third party providers for use by our clients. While we work with our third party providers in order to provide these services to you, except as may be expressly provided in these Terms or in our Privacy Policy, Meristem does not control and is not responsible for the account access, record retention, and security and privacy of Client Logins.

Our Client Logins include (i) an internet-based data storage and transfer service that allows you to upload and exchange your documents with Meristem through a service provided to us by Sharefile, LLC ("Sharefile") and (ii) Envestnet/Tamarac, a division of Envestnet, Inc. ("Tamarac"), an internet-based portfolio reporting system with a dynamic on-line client portal that provides portfolio performance.

Our Client Logins also include an internet-based on-demand video presentation delivery service that allows you to view mobile-ready content provided by Meristem through a service provided to us by Brainshark, Inc. ("Brainshark").

Note that if you have been granted access to an MoneyGuidePro account for online wealth management planning, such service is provided by PIETech, Inc. and your use of the MoneyGuide Pro login shall be subject to the PIETech, Inc. Privacy Policy as made available to you. We may furnish to you on Client Logins, access to Reporting Materials and Financial Tools. "Reporting Materials" as used in these Terms means include any information furnished by Meristem or its related parties, which include, without limitation, various papers, documents, financial statements, projections of income and cash flow, information about future or potential transactions, and other materials, regarding, among other things, your investments, strategies, performance reports, tax reporting or otherwise (collectively "Reporting Materials"). "Financial Tools" as used in these terms means any financial calculators, investment tools, account aggregators or similar tools (collectively "Financial Tools").

We make Client Logins and any Reporting Materials and Financial Tools available to you only on the conditions that you agree to treat the Reporting Material and Financial Tools confidentially and that you agree to use Client Logins and all Reporting Material and Financial Tools only in connection with the intended purpose for your own personal use (or if applicable, for the use of a Meristem client you are representing) and involvement with Meristem. You agree not to use Client Logins to communicate transactions such as trades, to store attorney-client privileged documents, to send unsolicited e-mails, harvest information, attempt to gain unauthorized access to Client Logins or otherwise interfere with another user's use of a Client Login or transmit any of the following: unlawful, fraudulent or otherwise objectionable materials, materials that infringe the intellectual property rights of others, materials that contain software viruses or other harmful computer code or programs, or materials that



interfere with disrupt use of Client Logins. Judgment concerning the applicability of these restrictions shall be at the sole discretion of Meristem or its applicable third party providers.

Meristem reserves the right, in its sole discretion and at any time, to set limits on the number and size of any transmissions sent by or received through Logins and/or the amount of storage space available for transmissions or for any feature made available through Logins.

You understand that Reporting Materials are not a replacement for account statements provided directly by custodians of your financial accounts and that is important to compare Reporting Materials with the statements received from a custodian.

Except for limited rights granted in these Terms or applicable terms of use, you do not have any right, title or interest in Client Logins and any intellectual property contained therein. You agree that Meristem, and its third party providers as applicable, retain all proprietary right, title and interest in all portions of Client Logins. You shall not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in connection with Client Logins or otherwise exploit the Reporting Materials and Financial Tools contained on Logins without the explicit written permission of Meristem. And upon the request of Meristem, you will promptly return to Meristem all Reporting Materials furnished to you.

You understand that your use of Client Logins may be electronically tracked and monitored, to the extent permitted under applicable law. You also understand that your use of the Financial Tools may use session cookies which contain encrypted or encoded information that exist during an online session to process requests and validate a user. Session cookies become invalid when browser software is completely closed after a session using the Financial Tools.

Client Login Account Management

You are responsible for maintaining your user accounts with current, complete and accurate contact information (including e-mail) and for safeguarding the confidentiality of your usernames and passwords for accessing Client Logins or any Reporting Materials and Financial Tools. You agree not to disclose your username and password to any third party and to change your password immediately if confidentiality may have been compromised. You further agree to immediately notify Meristem of any unauthorized use of a Client Login through your accounts.

You are responsible for employing appropriate precautions by accessing Logins through a secure and trusted connection, and will ensure that you exit or log-off from Logins at the end of each session. You acknowledge that Meristem is not responsible for the safety and confidentiality of Reporting Materials and Financial Tools outside of Logins.

Either you or Meristem may terminate your access to Logins at any time, with or without cause, and with or without prior notice. Upon termination for any reason, your right to access and/or use Logins will immediately cease. Upon termination, you will have no further access to any information, files or materials related to your access, including, without limitation, any User Submitted Materials (as defined below) through Client Logins.

Upon termination, Meristem may delete all information, files and materials related to your access as provided by Meristem's privacy policy, file retention policy and other industry requirements. You agree that Meristem shall have no liability whatsoever to you or any third party as a result of termination of your rights of access to Logins and/or the deletion of any information, files or materials.

Materials Submitted by You



Materials Submitted by You (“User Submitted Materials”) may include documents that you upload to Client Logins to share with Meristem to allow us to provide services to you pursuant to your Client Engagement Agreement with us. You will retain ownership of such User Submitted Materials and you grant Meristem and its agents and third party vendors rights to access and use such materials in order to provide services to you pursuant to the intended use as agreed upon in the Client Engagement Agreement (“CEA”) and/or as contemplated in these Terms of Use or other applicable terms of use.

Notwithstanding the foregoing, you agree that Meristem and its third party providers may (but are not obligated to) monitor, edit, filter, refuse to upload and/or disclose any User Submitted Material and the circumstances surrounding the use thereof, to any third party in order to provide the applicable services, to protect Meristem or such third party providers and comply with their respective retention policies, legal obligations or government requests.

Meristem takes, and requires its third party vendors to take, reasonable technical, organizational and administrative security measures to protect your User Submitted Materials for example, to maintain confidentiality of your passwords. Notwithstanding the foregoing, neither Meristem nor its third party providers shall be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any User Submitted Materials.

Disclaimers; No Warranties

Any and all Reporting Materials and Financial Tools are for information purposes only and do not constitute an offer to buy or sell or the solicitation of any offer to buy or sell any security or instrument. Such an offering, if made, will only be made pursuant to a definitive offering memorandum. Investors are urged to request any additional information they may consider necessary or desirable in making an informed investment decision. You agree that Meristem will not have any liability to you or any of your representatives or related parties resulting from the use of the Website or any portion thereof including Client Logins and any Reporting Materials or Financial Tools accessed or used by you or them. Meristem accepts no liability whatsoever for any possible subsequent loss or damage arising from the use of the Reporting Materials or Financial Tools.

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Indemnification

You agree to indemnify and hold Meristem and Meristem’s directors, officers, shareholders, employees, consultants, agents, representatives, partners and third party service providers harmless from and against any and all claims, liabilities, causes of action, damages, losses and expense (including without limitation, attorneys’ fees) that arise directly or indirectly out of or from your use or misuse of Client Logins including without limitation: (i) your breach of these Terms, any other agreement or terms of use with Meristem or an applicable third party



provider and any representation or warranty contained therein; (ii) your User Submitted Materials; and/or (iii) your activities in connection with obtaining any Reporting Materials or Financial Tools from Meristem.

Limitation of Liability

YOU AGREE THAT NEITHER MERISTEM NOR ITS THIRD PARTY PROVIDERS SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS WEBSITE, CLIENT LOGINS OR ANY TOOLS OFFERED TO YOU. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS MERISTEM AND ITS THIRD PARTY PROVIDERS, INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS. THIS PROTECTION COVERS ALL LOSSES INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION. THE TOTAL, CUMULATIVE, LIABILITY OF MERISTEM AND ITS THIRD PARTY PROVIDERS, INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, IF ANY, FOR LOSSES OR DAMAGES SHALL BE LIMITED TO THE AMOUNT OF YOUR ACTUAL DAMAGES, NOT TO EXCEED U.S. \$1.00. THE LIMIT OF LIABILITY MAY NOT BE EFFECTIVE IN SOME STATES. IN NO EVENT SHALL MERISTEM OR ITS THIRD PARTY PROVIDER PARTIES, INCLUDING ALL AFFILIATES, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OTHER THAN THE AMOUNT DESCRIBED ABOVE. ALL OTHER DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RESULTING FROM ANY USE OF THE WEBSITE OR CONTENT ARE EXCLUDED EVEN IF MERISTEM OR ITS THIRD PARTY PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT YOU USE THIS SITE AT YOUR OWN RISK. IF YOU ARE DISSATISFIED WITH THIS WEBSITE, CLIENT LOGINS OR ANY TOOLS PROVIDED TO YOU, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF SUCH ITEMS.

Compliance

You agree to comply with all applicable local, state, national and foreign laws, rules and regulations in connection with your access and/or use of the Website and any Client Logins or tools made available to you.

Governing Law

The parties agree that these Terms, and any disputes arising out of or related to these Terms, shall be governed by, construed and enforced under the laws of the state of Minnesota (without regard to the principles governing conflict of laws) and any action or proceeding arising under these Terms or by use of the Website or any Client Login will only be brought in the courts in the State of Minnesota or in a United States District Court sitting in Minnesota.

Disputes

Before seeking legal recourse for any harm you believe you have suffered arising from or related to your use of the Login, you agree to inform Meristem in writing and to give us 30 days to cure the harm before initiating any action. You agree that you will pursue any claim arising under or related to these terms and the Login only in your or the respective client's individual capacity, and not as part of any class action or collective action. You agree that you must pursue any claim you may have arising under or relating to the Login and associated content within twelve (12) months of the first discovery of such claim and any claim not brought within such period is waived and forfeited.



MERISTEM
FAMILY WEALTH

If any provisions of these Terms are determined to be invalid under any applicable statute or rule of law, such provision is to that extent to be deemed omitted, and the balance of Terms shall remain enforceable. A failure to enforce any provision of these terms by Meristem shall not be deemed a waiver of any of these Terms unless such provision is expressly waived in writing and signed by Meristem.

Contact us

To contact us regarding these Terms, the Website or any services offered through our Website, please contact us at: info@meristemfw.com or 952-835-2577.

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