

CLIENT PORTAL AGREEMENT

This client portal agreement is made by and between Rubino & Company (the Firm) and you (client) effective on the date the agreement is executed by an authorized representation of client upon the following terms and conditions:

I. Purpose

The Firm voluntarily provides the client portal to permit easy and secure electronic transfer of documents between its clients and the Firm, as well as providing client access to certain documents created or maintained by the Firm. The Firm has, at its sole discretion, to decide which types of documents can be uploaded or viewed on the client portal.

II. Service Availability

The Firm will use its best efforts to provide 24 hour, daily availability of the client portal. However, the 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.

III. Security

The Firm will use its best efforts to make the client portal secure from unauthorized access. The client portal operating system and application software will be updated and virus-scanned regularly. However, client recognizes that there is no completely secure system for electronic data transfer. THE FIRM MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE EFFICACY OF THE SECURITY OF THE CLIENT PORTAL AND SHALL NOT BE LIABLE FOR ANY CLAIMED ACTUAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OR ALLEGED BREACH OF SECURITY OF THE CLIENT PORTAL.

IV. Logon Accounts and Security

The Firm will establish a single logon account for the client and authorized employees who require access to the client portal (The Firm strongly recommends that client establishes a policy that logon information to be shared among its employees). In order to maintain security, client agrees to designate a single individual as the authorized person to contact the Firm to request employee logons. All logon passwords will be transmitted to the designee by email. Additional subscriber requests must be submitted in writing by the initial designee.

V. Termination of Logon Account

Client agrees to notify the Firm immediately when an individual logon account is to be terminated and disabled. The Firm will make every effort to terminate access immediately. However, client cannot be assured that access has been terminated until it receives and email confirmation of termination.

VI. Miscellaneous

This is the entire agreement between the Firm and client regarding the client portal. This agreement does not modify or affect any existing or future engagement letter or agreement between the Firm and client. By completing the portal registration form and returning to the Firm, the client has read the above conditions and agrees to its terms.