

GROUP SUBSCRIPTION AGREEMENT AND TERMS OF USE

Del Mar Research, LLC owns and operates the CDx3 Notification Service (the "Service") using the Internet domain CDx3Investor.com, and portions of other web sites and pages and web content (collectively, "www.CDx3Investor.com") through which you have accessed this Group Subscription Agreement And Terms of Use. By paying the Subscription Fee, as defined below, to the Service, visiting, using and/or submitting information to www.CDx3Investor.com, including electronic mail from/to the CDx3Investor.com Internet domain, the individuals who are members (the "Members" which includes the Sponsoring Member as defined below) of your group (the "Group") for the purposes of this agreement agree to be bound by the terms and conditions of this Group Subscription Agreement And Terms of Use (the "Agreement").

This Agreement contains an agreement to arbitrate all claims and disclaimers of warranties and liability.

The Sponsoring Member is the single point of contact

The "Sponsoring Member" is the Member who pays the Subscription Fee, as defined below, for the Service on behalf of the Members. The Members will designate and have one, and only one, Sponsoring Member at any time. It is the responsibility of the Members to designate their Sponsoring Member and to provide DEL MAR RESEARCH, LLC with the email address of their Sponsoring Member. All communication and distribution of the Collective Work, as defined below, from DEL MAR RESEARCH, LLC to the Group will be sent to, and only to, the Sponsoring Member. All communication with DEL MAR RESEARCH, LLC from the Group will be sent to the email address(s) provided by DEL MAR RESEARCH, LLC from, and only from, the Sponsoring Member. The Sponsoring Member is the sole point of contact for the Group.

Member's Compliance with this Agreement

The individual Members represent that they each as individuals have the capacity to be bound by this Agreement. The Sponsoring Member agrees to provide, either in electronic or in paper form, a copy of this Agreement to each Member and represents, by payment of the Subscription Fee as defined below, that each Member (i) agrees to the terms and conditions of this Agreement; (ii) has agreed to the terms and conditions of this Agreement prior to being provided with the Group's user name and password to www.CDx3Investor.com by the Sponsoring Member; and (iii) has agreed to the terms and conditions of this Agreement prior to being provided with any of the Collective Work, as defined below, by the Sponsoring Member.

Purchase of 4-Member Packs

This Agreement grants the Sponsoring Member with certain permissions regarding the distribution of the Collective Work, as defined below, to the Members. By the Sponsoring Member's purchase of a "4-Member Pack," these permissions are granted to a maximum of four (4) Members for each 4-Member Pack that the Sponsoring Member purchases.

The Sponsoring Member agrees to purchase the quantity of 4-Member Packs that are required for the number of Members in the Group and to purchase additional quantities of 4-Member Packs should the number of Members increase beyond that covered by previously purchased 4-Member Packs.

Subscription Fee

For the purposes of this Agreement, the term "Subscription Fee" shall refer to the sum of the purchase price that is required to be paid by the Sponsoring Member for the quantity of 4-Member Packs that are needed to extend the permissions granted by this Agreement to the Members on the start date of the Term (as defined below).

The Term of the Group's CDx3 Notification Service Subscription

The term ("Term") of the Group's subscription to the Service shall be twelve (12) months from the day that the Sponsoring Member pays the Subscription Fee.

The same subscription Term applies to all Members, regardless of the date that an individual joins the Group and becomes a Member.

Upon renewing an active but expiring subscription to the Service, the new subscription Term starts on the day following the expiration date of the previous subscription Term and ends twelve (12) months later.

The Group's subscription to the Service, including all permissions granted by the purchase of all 4-Member Packs purchased for Members during the Term of the subscription, will be deemed expired in the event that the expiration date passes without payment of the Subscription Fee in full by the Sponsoring Member. In such an event, the Group's user name and password to www.CDx3Investor.com will be removed from the web site and the

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Members will no longer be entitled to access www.CDx3Investor.com or receive communications or the Collective Work (as defined below) of the Service. Should the Sponsoring Member remit the Subscription Fee after the expiration date (by using www.PreferredStockInvesting.com), the Group's new subscription to the Service will start on the date that the Subscription Fee is paid and the Term of the Group's subscription to the Service will be for twelve (12) months from that date.

You are entitled to a prorated refund of the subscription fee equal to the unused months prior to your expiration date times the calculated monthly subscription amount which is the subscription fee divided by twelve (12), up to a maximum of ten (10) months. You can request a refund at any time by sending an email message that specifically requests a refund to CustomerSupport@CDx3Investor.com.

Access and Use of the Service

Upon payment of the Subscription Fee by the Sponsoring Member, the Sponsoring Member will be provided with a single user name and password that the Members can use to access the www.CDx3Investor.com web site. The Sponsoring Member is responsible for distributing the Group's user name and password to the Members.

A Member's right to access and use the Content, as defined below, is transferable by a Member to any other person provided that (i) that person replaces the Member within the Group and that no increase in the number of Members of the Group results from such a transfer and (ii) that person agrees to the terms and conditions of this Agreement. Member's are only entitled to access and of use www.CDx3Investor.com for lawful purposes and pursuant to the terms and conditions of this Agreement.

Access to and use of www.CDx3Investor.com may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of www.CDx3Investor.com or other actions that DEL MAR RESEARCH, LLC, at its sole discretion, may elect to take. DEL MAR RESEARCH, LLC reserves the right to enhance, modify and/or suspend any portion or feature of www.CDx3Investor.com at any time at its sole discretion and without prior notice.

Any action by the Group or Member that, at DEL MAR RESEARCH, LLC's sole discretion: (i) violates the terms and conditions of this Agreement; (ii) restricts, inhibits or prevents any access, use or enjoyment of www.CDx3Investor.com; or (iii) through the use of www.CDx3Investor.com, defames, abuses, harasses, offends or threatens, shall not be permitted, and may result in the loss of the right to access and use www.CDx3Investor.com by the Group or Member. In such an event, remedy, if any, that may be due to the Group or Member from DEL MAR RESEARCH, LLC, at the sole discretion of DEL MAR RESEARCH, LLC, shall be limited to the unused, prorated portion of the applicable Subscription Fee amount.

Public Forums

www.CDx3Investor.com may act as a venue, through chat rooms, bulletin boards and other forums, whether hosted by www.CDx3Investor.com or by third party (collectively, the "Forums"), allowing the public to contribute information and make statements. DEL MAR RESEARCH, LLC does not approve or endorse any information or statements in the Forums and the Group hereby acknowledges and agrees that DEL MAR RESEARCH, LLC has no control over the quality, correctness, timeliness, safety, truth, accuracy or legality of any information provided for or by Members or any other person or entity in the Forums. A Member may find information posted in the Forums by others to be offensive, harmful, inaccurate or deceptive. Please use caution and common sense, and do not rely solely on information or statements published in the Forums. Without limiting the generality of the foregoing, DEL MAR RESEARCH, LLC reserves the right, but not the obligation, to remove or edit any information in the Forums.

Transmissions, Submissions and Postings

If a Member transmits, submits or posts information to the Forums that is not Federally trademarked and/or copyrighted, the Member automatically grants DEL MAR RESEARCH, LLC fully-paid, royalty-free, exclusive right and license to use, copy, format, adapt, publish and/or incorporate any or all such information in any media whatsoever, including, without limitation, the Content (as defined below). A Member shall not transmit, submit or post the following, at DEL MAR RESEARCH, LLC's sole discretion, to www.CDx3Investor.com or its related Forums:

- i. Information that infringes DEL MAR RESEARCH, LLC's or any third party's copyright, patent, trademark, trade secret or other proprietary rights;
- ii. Information that violates any law, statute, ordinance or regulation;
- iii. Information that is trade libelous, unlawfully threatening, unlawfully harassing, defamatory, obscene, explicit or vulgar, or otherwise injurious to DEL MAR RESEARCH, LLC or third parties or that infringes on DEL MAR RESEARCH, LLC's or any third party's rights of publicity or privacy;
- iv. Information that contains any viruses, worms, Trojan horses, trap doors, back doors, easter eggs, time bombs, cancelbots or other code or computer programming routines that contain contaminating or

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destructive properties or that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;

- v. Information containing or constituting chain letters, mass mailings, political campaigning, or any form of "spam";
- vi. Information that is false, inaccurate or misleading;
- vii. Commercial advertisements or solicitations without written permission from DEL MAR RESEARCH, LLC; or
- viii. Federally Trademarked and/or Copyrighted information without written permission from DEL MAR RESEARCH, LLC.

DEL MAR RESEARCH, LLC reserves the right (but not the obligation) to edit, refuse to post or remove your transmissions, submissions or postings. DEL MAR RESEARCH, LLC may review transmissions, submissions or postings made by a Member to determine, in its sole discretion, the Member's compliance with this Agreement.

DEL MAR RESEARCH, LLC's Intellectual Property Rights

The names "CD Times 3", "CDx3", "CDx3 Income Engine", "CDx3 Preferred Stock", "CDx3 Investor", "CDx3 Perfect Market Index", "CDx3Investor.com", "CDx3 Key Rate Chart", "CDx3 Portfolio" and "PreferredStockInvesting.com" and related graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of DEL MAR RESEARCH, LLC, in the United States and/or other countries (collectively, the "Proprietary Marks"). Members may not use the Proprietary Marks without the prior express written permission of DEL MAR RESEARCH, LLC, which permission may be withheld at DEL MAR RESEARCH, LLC's sole discretion. DEL MAR RESEARCH, LLC makes no proprietary claim to any third-party names, trademarks or service marks appearing on www.CDx3Investor.com. Any third-party names, trademarks, and service marks are the property of their respective owners.

The information, data, software and content viewable on, contained in, or downloadable from, www.CDx3Investor.com or electronic communications from/to the CDx3Investor.com Internet domain (collectively, the "Content"), including, without limitation, all web pages, text, electronic mail content, graphics, charts, pictures, photographs, images, line art, icons, renditions and site maps, are copyrighted by, or otherwise licensed to, DEL MAR RESEARCH, LLC or its Content suppliers. DEL MAR RESEARCH, LLC also owns a copyright of a collective work in the selection, coordination, arrangement, presentation, display and enhancement of the Content (the "Collective Work"). All software used on www.CDx3Investor.com (the "Software") is the property of DEL MAR RESEARCH, LLC or its software vendors and is protected by United States and international copyright laws. Viewing, reading, printing, downloading or otherwise using the Content and/or the Collective Work does not entitle any Member to any ownership or intellectual property rights to the Content, the Collective Work or the Software.

Members shall be responsible for any damage resulting from any infringement of DEL MAR RESEARCH, LLC's or any third party's intellectual property rights regarding the Trademarks, the Content, the Collective Work, the Software and/or any other harm incurred by DEL MAR RESEARCH, LLC as a direct or indirect result of a Member's copying, distributing, redistributing, transmitting, publishing or using the same for purposes that are contrary to the terms and conditions of this Agreement.

Member's Use of the Content

As limited by the quantity of 4-Member Packs purchased by the Sponsoring Member and included in the Subscription Fee, DEL MAR RESEARCH, LLC grants the Sponsoring Member permission to copy or forward, in either electronic or paper form, email communications from/to DEL MAR RESEARCH, LLC as related to the Service to Members of the Group.

As limited by the quantity of 4-Member Packs purchased by the Sponsoring Member and included in the Subscription Fee, DEL MAR RESEARCH, LLC grants each Member a limited license to access, print, download or otherwise make use of the Content and the Collective Work from www.CDx3Investor.com in the form of: (i) one machine-readable copy; (ii) one backup copy; and (iii) one print copy, for the Member's individual and non-commercial use; provided, however, that the Member shall not delete any proprietary notices or materials with regard to the foregoing manifestations of the Content and the Collective Work. Members may not modify the Content or the Collective Work or utilize them for any commercial purpose or any other public display, performance, sale, or rental, decompile, reverse engineer, or disassemble the Content and the Collective Work, or transfer the Content or the Collective Work to another person or entity who is not a Member of the Group.

Except as otherwise permitted under the copyright laws of the United States, no other copying, distribution, redistribution, transmission, publication or use, other than the non-commercial use of the Content and the Collective Work as permitted by this Agreement, is permitted by any Member without the express prior written permission of DEL MAR RESEARCH, LLC, which permission may be withheld at DEL MAR RESEARCH, LLC's sole discretion.

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Members may not use any meta tags or any other "hidden text" utilizing DEL MAR RESEARCH, LLC's name or trademarks without the express written permission of DEL MAR RESEARCH, LLC, which permission may be withheld at DEL MAR RESEARCH, LLC's sole discretion.

Access and Interference

Member agrees that Member will not: (i) copy, reproduce, modify, create derivative works from, distribute or publicly display any content, except as provided for in this Agreement, from www.CDx3Investor.com without the prior written permission of DEL MAR RESEARCH, LLC and the appropriate third party, as applicable; or (ii) interfere or attempt to interfere with the proper working of www.CDx3Investor.com or the Service or any activities conducted within the [CDx3Investor.com](http://www.CDx3Investor.com) Internet domain.

Electronic Communications

The Sponsoring Member consents to receive communications from DEL MAR RESEARCH, LLC electronically. Although DEL MAR RESEARCH, LLC may choose to communicate with the Sponsoring Member or Members by regular mail, DEL MAR RESEARCH, LLC may also choose to communicate with the Sponsoring Member or Members by email or by posting notices on www.CDx3Investor.com or its related Forums. Members agree that all agreements, notices, disclosures and other communications that DEL MAR RESEARCH, LLC provides electronically satisfy any legal requirement that such communications be in writing.

Responsibility for Equipment and Related Costs

Members are responsible for obtaining and maintaining all telephone, computer hardware, Internet access services, email services, email addresses and other equipment or services needed to access and use www.CDx3Investor.com, and all costs and fees associated with Internet access or long distance charges incurred with regard to a Member's access and use of www.CDx3Investor.com or other services provided to Members by DEL MAR RESEARCH, LLC. The Sponsoring Member may request a change of the user name and password associated with the Group's subscription to the Service by sending an email request to CustomerSupport@CDx3Investor.com.

Third Party Links

There may be provided on www.CDx3Investor.com links to other Web sites belonging to DEL MAR RESEARCH, LLC's advertisers, business partners, affiliates and other third parties. Such links do not constitute an endorsement by DEL MAR RESEARCH, LLC of those Web sites, nor the products or services listed on those Web sites. DEL MAR RESEARCH, LLC is not responsible for the activities or policies of those Web sites. DEL MAR RESEARCH, LLC does not endorse or recommend the products of any particular advertiser, business partner, affiliate or other third party. DEL MAR RESEARCH, LLC does not guarantee that the characteristics or performance of preferred stocks or preferred stock investments described by DOUG K. LEDU or any particular advertiser, business partner, affiliate or other third party referenced by the Collective Work are completely accurate or complete.

DEL MAR RESEARCH, LLC Makes No Representations or Warranties Regarding the Content

The Content is intended only to assist Members with investment decisions and is broad in scope and does not consider the financial situation, priorities, goals or objectives of any Member or the Group. None of the Content or Collective Work of www.CDx3Investor.com or the Service is to be taken as investment advice from DEL MAR RESEARCH, LLC to the Members or the Group. Such personal financial situations are unique and the information and the Content should not be interpreted by Members as recommendations from DOUG K. LEDU to Members or the Group in any way. The Service is intended to inform Members about various events related to the open market trading activities of certain types of preferred stocks. Decisions that Members or the Group make, if any, using information provided by the Service, are entirely their own. Accordingly, before making any final decisions or implementing any financial strategy, DEL MAR RESEARCH, LLC recommends that Members obtain additional information and the advice of an accountant and other financial advisors who are fully aware of the Member's circumstances.

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH WWW.CDX3INVESTOR.COM AND THE SERVICE ARE PROVIDED TO MEMBER ON AN "AS-IS" AND "AS AVAILABLE" BASIS. DEL MAR RESEARCH, LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF WWW.CDX3INVESTOR.COM OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR SERVICES INCLUDED ON OR ASSOCIATED WITH WWW.CDX3INVESTOR.COM OR THE SERVICE. MEMBER EXPRESSLY AGREE THAT MEMBER'S USE OF WWW.CDX3INVESTOR.COM AND ALL PRODUCTS AND SERVICES INCLUDED ON OR ASSOCIATED WITH WWW.CDX3INVESTOR.COM OR THE SERVICE IS AT MEMBER'S SOLE RISK.

DEL MAR RESEARCH, LLC DOES NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, CORRECTNESS, OR COMPLETENESS OF THE CONTENT OR THE SERVICES AND

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PRODUCTS ASSOCIATED WITH WWW.CDX3INVESTOR.COM OR THE SERVICE, NOR THE SAFETY, RELIABILITY, TITLE, TIMELINESS, COMPLETENESS, MERCHANTABILITY, CONFORMITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CONTENT OR THE SERVICES AND PRODUCTS ASSOCIATED WITH WWW.CDX3INVESTOR.COM OR THE SERVICE. IT IS MEMBER'S SOLE RESPONSIBILITY TO INDEPENDENTLY EVALUATE THE ACCURACY, CORRECTNESS OR COMPLETENESS OF THE CONTENT AND THE SERVICES AND PRODUCTS ASSOCIATED WITH WWW.CDX3INVESTOR.COM AND THE SERVICE. DEL MAR RESEARCH, LLC MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE FOR DOWNLOADING FROM WWW.CDX3INVESTOR.COM, OR SENT TO MEMBER AS PART OF THE SERVICE, IS FREE OF INFECTION FROM ANY VIRUSES, WORMS, TROJAN HORSES, TRAP DOORS, BACK DOORS, EASTER EGGS, TIME BOMBS, CANCELBOTS OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, DETRIMENTALLY INTERFERE WITH, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

Limitations on DEL MAR RESEARCH, LLC's Liability

DEL MAR RESEARCH, LLC SHALL IN NO EVENT BE RESPONSIBLE TO, OR LIABLE TO, MEMBERS, THE GROUP, OR ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR ANY LOSS OF PROFIT, REVENUE OR BUSINESS, AS A DIRECT OR INDIRECT RESULT OF: (I) A MEMBER'S BREACH OR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (II) A MEMBER'S ACCESS AND USE OF THE CONTENT OR COLLECTIVE WORK ON WWW.CDX3INVESTOR.COM OR THE SERVICE OR PROVIDED BY DEL MAR RESEARCH, LLC; (III) A MEMBER'S DELAY IN ACCESSING OR INABILITY TO ACCESS OR USE WWW.CDX3INVESTOR.COM FOR ANY REASON; (IV) A MEMBER'S DOWNLOADING OF ANY OF THE CONTENT OR THE COLLECTIVE WORK FOR YOUR USE; (V) A MEMBER'S RELIANCE UPON OR USE OF THE CONTENT OR THE COLLECTIVE WORK, OR (VI) ANY INFORMATION, SOFTWARE, PRODUCTS OR SERVICES OBTAINED THROUGH WWW.CDX3INVESTOR.COM OR THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF WWW.CDX3INVESTOR.COM, WHETHER RESULTING IN WHOLE OR IN PART, FROM BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF DEL MAR RESEARCH, LLC AND/OR ITS SUPPLIERS HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

Certain state laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to the Members or to the Group, some or all of the above disclaimers, exclusions or limitations may not apply to Members or to the Group.

Indemnification of DEL MAR RESEARCH, LLC

Member shall defend, indemnify and hold harmless DEL MAR RESEARCH, LLC, its employees, independent contractors, agents, representatives and affiliates from and against all claims and expenses, including, but not limited to, attorneys' fees, arising out of, or attributable to: (i) any breach or violation of this Agreement by Member or the Group; (ii) Member's failure to provide accurate, complete and current personally identifiable information requested or required by DEL MAR RESEARCH, LLC to operate the Service; (iii) Member's access or use of www.CDX3Investor.com; and/or (iv) access or use of www.CDX3Investor.com under any password that may be issued to Member.

Amendments of this Agreement

DEL MAR RESEARCH, LLC reserves the right to update, amend and/or change this Agreement at any time at its sole discretion and without notice. Updates to this Agreement will be posted on www.CDX3Investor.com. Member is encouraged to revisit this Agreement from time to time in order to review any changes that have been made. Member's continued access and use of www.CDX3Investor.com following the posting of any such changes shall automatically be deemed the Member's acceptance of all changes.

DEL MAR RESEARCH, LLC's Remedies

Member acknowledges that DEL MAR RESEARCH, LLC may be irreparably damaged if this Agreement is not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of this Agreement by a Member, DEL MAR RESEARCH, LLC shall be entitled, in addition to all rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of this Agreement. For purposes of this Section, Member agrees that any action or proceeding with regard to such injunction restraining such breach or threatened breach shall be brought in the courts of record of Sacramento County, California. Member consents to the jurisdiction of such court and waives any objection to the laying of the venue of any such action or proceeding in such court. Member agrees that service of any court paper may be effected on such party by mail or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

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Governing Law; Arbitration

This Agreement is to be governed by and construed in accordance with the internal laws of the State of California, without regard for principles of conflicts of laws. Any civil action, claim, dispute or proceeding arising out of or relating to this Agreement, except for an injunctive action regarding a breach or threatened breach of any provision of this Agreement by Member as provided above, shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association in Sacramento, California. THEREFORE, MEMBER DOES NOT HAVE THE OPPORTUNITY TO GO TO COURT TO ASSERT OR DEFEND MEMBER'S RIGHTS AND MEMBER GIVES UP THE RIGHT TO PARTICIPATE IN OR BRING CLASS ACTIONS. BY USING WWW.CDX3INVESTOR.COM OR BY PAYING THE SUBSCRIPTION FEE FOR THE SERVICE, MEMBER CONSENTS TO THESE RESTRICTIONS.

Member and DEL MAR RESEARCH, LLC shall select the arbitrator, and if Member and DEL MAR RESEARCH, LLC are unable to reach agreement on selection of the arbitrator within thirty (30) days after the notice of arbitration is served, then the American Arbitration Association shall select the arbitrator. Arbitration shall not commence until the party requesting it has deposited One Thousand Dollars (\$1,000.00) with the arbitrator for the arbitrator's fees and costs. The party requesting arbitration shall advance such sums as are required from time to time by the arbitrator to pay the arbitrator's fees and costs until the prevailing party is determined or the parties have agreed in writing to an alternate allocation of fees and costs.

Should a Dispute arise and should the arbitration provisions herein become inapplicable or unenforceable, or in any instance of any lawsuit between Member and DEL MAR RESEARCH, LLC, jurisdiction over and venue of any suit shall be exclusively in the state and federal courts sitting in Sacramento, California. Judgment upon any award rendered by the arbitrator shall be final, binding and conclusive upon Member and DEL MAR RESEARCH, LLC and the Member's and DEL MAR RESEARCH, LLC's respective administrators, executors, legal representatives, successors and assigns, and may be entered in any court of competent jurisdiction. Notwithstanding the previous sentence, in no event shall Member be entitled to punitive damages and Member hereby waives Member's rights to any punitive, special, indirect or consequential damages, including, but not limited to, damages for any loss of profit, revenue or business. Total damages, if any, for which Member may claim relief will be limited to the unused portion of the Subscription Fee for the Service as prorated to the Member.

Miscellaneous

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part of this Agreement, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

All covenants, agreements, representations and warranties made in this Agreement, as may be amended by DEL MAR RESEARCH, LLC from time to time, shall survive Member's acceptance of this Agreement and the termination or expiration of this Agreement or Member's subscription to the Service.

This Agreement represents the entire understanding and agreement between Member and DEL MAR RESEARCH, LLC regarding the subject matter of the same, and supersedes all other previous agreements, understandings and/or representations regarding the same.

If you have questions, comments, concerns or feedback regarding this Agreement or www.CDx3Investor.com, please have the Group's Sponsoring Member contact us at CustomerSupport@CDx3Investor.com.

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