

**SUBSCRIBER AGREEMENT**  
**LEE TECHNICAL STRATEGY NEWSLETTER**

This Subscriber Agreement and Terms of Use (the "Agreement") governs the Subscriber's terms of subscription with Lee NY Holdings LLC ("Lee") for the *Lee Technical Strategy Newsletter* (the "Newsletter"). This Agreement is by and between the following parties (collectively the "Parties" and each a "Party"):

|                |  |
|----------------|--|
| SUBSCRIBER:    | LEE:   |
| Name: _____    | Lee NY Holdings LLC                            |
| Address: _____ | 84 Longridge Rd.                               |
| _____          | Plandome, NY 11030                             |
| Phone: _____   | (516) 260-6320                                 |
| Email: _____   | peter@leebullbear.com or leebullbear@gmail.com |

**1. Annual Subscription Levels and Fees.** All subscriptions to the Newsletter (each a "Subscription" and collectively the "Subscriptions") shall be for an annual/twelve-month period. If the Subscriber is an organization or company, it may select one or more subscriptions below for its employees and principals. If the Subscriber is an individual, he or she may select one Subscription.

- a) Basic Service: This includes weekly published technical reports and technical updates based on the constantly changing conditions of the financial markets.

*Please Indicate the Number of Annual Subscriptions for Each Service Level:*

|  |       |
|--|-------|
| For UBS Financial Advisors and UBS clients (\$1,500 per user):         | _____ |
| For non-UBS Financial Advisors and non-UBS clients (\$2,000 per user): | _____ |

- b) Premium Service: This includes all of the services described in the Basic Service, as well as podcasts, conference calls, and video conferences ("Premium Content) provided exclusively to Subscribers with Premium Service Subscriptions. Premium Content shall be delivered to Subscribers at regular intervals, as scheduled by Lee.

*Please Indicate the Number of Annual Subscriptions for Each Service Level:*

|  |       |
|--|-------|
| For UBS Financial Advisors and UBS clients (\$3,000 per user/year):    | _____ |
| For non-UBS Financial Advisors and non-UBS clients (\$4,000 per user): | _____ |

Total Fees - Basic Level: \$ \_\_\_\_\_

Total Fees - Premium Level: \$ \_\_\_\_\_

**TOTAL FEES:** \$ \_\_\_\_\_

The Subscriber shall deliver a check to Lee at the address above in the amount of the TOTAL FEES referenced above or send electronic funds via ACH to Peter Lee / Lee NY Holdings LLC. (Chase account # 370551308 and routing # 021000021). Upon receipt of the TOTAL FEES by Lee, the Subscription(s) shall commence as of the first day of the next calendar month.

**2. Term; Renewal; Cancellation.** This Agreement shall remain in full force unless otherwise terminated with thirty (30) days' notice by a Party. Subscriptions shall automatically renew unless cancelled by the Subscriber pursuant to the terms herein. Payments for Subscription renewals must be received within fifteen (15) days of the start of the given renewal period. Lee may cancel this Agreement, with written notice to the Subscriber, if payments of Subscription fees are more than twenty (20) days late. The Subscriber may cancel one or more of the Subscriptions provided above with thirty (30) days' notice to Lee. For Subscriptions cancelled within the first 30 days of the Subscription, the Subscriber shall receive a full refund. If the Subscriber cancels a Subscription after 30 days, the refund for the Subscription shall be prorated in accordance with the amount of time remaining for the Subscription.

**3. Grant of Rights.** This Agreement grants the Subscriber a non-exclusive, revocable, non-transferable, non-assignable license to access the Newsletter during the Term. This license is personal to the Subscriber and permits the Subscriber to only access and receive content from the Newsletter. Nothing in this Agreement shall constitute a sale or transfer of title or ownership of the Content (as defined herein).

**4. Newsletter Delivery.** Lee may deliver the Newsletter in different formats at its sole discretion, including without limitation, email distribution, online access and/or podcasts. Lee, at its sole discretion, may also adjust the frequency with which it distributes the information contained in the Newsletter in order to provide timely coverage of financial market events.

**5. Privacy and the Subscriber's Account.** By executing this Agreement, the Subscriber consents to receive notices, disclosures, agreements, policies, receipts, confirmations, and other communications from Lee that are related to the Newsletter. To ensure accurate delivery and intellectual property compliance, Lee may use tracking software, which may forward certain technical data from any computer that opens the Newsletter. Lee shall not share this information with anyone outside of its company, nor will it use this information for any commercial purposes. Additionally, the Subscriber's contact and payment information may be stored and processed in the United States or another country. By subscribing to the Newsletter, the Subscriber consents to the transfer of this information outside of the Subscriber's country of residence. If the Subscriber's access to the Subscription has been provided by or through a third party (e.g., a financial advisor) (a "Third Party"), the Third Party may have provided Lee with information about the Subscriber, such as names or email addresses, to enable the Subscriber access to the Newsletter. The Subscriber is solely responsible for maintaining the confidentiality of user names and passwords, if Lee decides to employ the use of user names and passwords to access the Newsletter. The Subscriber agrees to notify Lee promptly of changes in address or emails. If the Subscriber fails to notify Lee promptly of a change, then any notice Lee sends to the Subscriber's previous physical address or email address shall be deemed sufficient notice. Lee may supplement this paragraph through the issuance of privacy policies from time to time.

**6. Limitations on Content Use.** The Subscriber's access to, and use of, the Newsletter and Content are limited as follows:

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Any request to distribute the Content to non-subscribers shall be honored at Lee's sole and absolute discretion upon terms outside of this Agreement.

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e. The Subscriber may not create abstracts from, scrape or display headlines from the Content for use on another web site or service. The Subscriber may not post any Content to weblogs, newsgroups, mail lists or electronic bulletin boards or aggregate or otherwise use the Content in a manner that could reasonably serve as a substitute for a Subscription to the Newsletter.

f. Any unauthorized or prohibited use of any Content may subject the Subscriber to civil liability, criminal prosecution, or both, under applicable federal, state, local laws, or applicable foreign laws, rules, regulations and treaties. Lee requires Subscribers to respect its copyrights, trademarks, and other intellectual property rights and shall enforce the same.

g. The Subscriber may not access or view the Newsletter with the use of any scripts, extensions, or programs that alter the way the Newsletter is displayed, rendered, or transmitted to the Subscriber without Lee's written consent.

h. The Subscriber agrees not to use the Newsletter for any unlawful purpose. Lee reserves the right to terminate or restrict the Subscriber's access to the Newsletter if, in Lee's opinion, the Subscriber's use of the Newsletter may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement.

**7. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY.** THE SUBSCRIBER AGREES THAT ITS USE OF THE NEWSLETTER AND THE CONTENT ARE ON AN "AS-IS", "AS AVAILABLE" BASIS AND LEE SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER THIS AGREEMENT, LEE DOES NOT GIVE TAX OR INVESTMENT ADVICE OR ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT. THE SUBSCRIBER SHOULD ALWAYS SEEK THE ASSISTANCE OF A PROFESSIONAL FOR TAX AND INVESTMENT ADVICE. LEE AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUPPLIERS, CONTENT PROVIDERS AND LICENSORS ("THE LEE PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO THE SUBSCRIBER OR ANY OTHER PERSON AS A RESULT OF ITS ACCESS OR USE OF THE NEWSLETTER OR SUCH RELATED CONTENT AND SUBSCRIBER BENEFITS FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES (COLLECTIVELY, THE "EXCLUDED

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TO MAKE THE NEWSLETTER AVAILABLE, ON ITS WEBSITE OR OTHERWISE, AFTER THE DATE OF ITS FIRST PUBLICATION, NEITHER LEE NOR THE LEE PARTIES MAKE ANY REPRESENTATION AS TO THE TIMELINESS OF THE INFORMATION IN THE NEWSLETTER.

**9. Amendments to this Agreement.** Lee may amend at any time any terms of this Agreement other than Paragraph 2 by notifying the Subscriber in advance of such amendments in writing or electronically.

**10. General.** This Agreement contains the final and entire agreement between Lee regarding the Subscriber's use of the Newsletter and supersedes all previous and contemporaneous oral or written agreements regarding the Subscriber's use of the Newsletter. Lee may discontinue or change the Newsletter, or its availability to the Subscriber, at any time. No delay or omission on the part of either Party in requiring performance by the other Party or its obligations shall operate as a waiver of any right herein. No third party is a beneficiary of this Agreement. The Subscriber agrees that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of New York, United States of America applicable to contracts made entirely within New York and wholly performed in New York, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in the city and state of New York. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Agreement may be executed in one or more counterparts via, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This document may be validly executed and delivered by facsimile, transfer or scan and e-mail. Any party herein who executes this document and transmits this document by the above methods intends that their signature is to be an original signature for all purposes.

**AUTHORIZATION:**

**By signing below, the Subscriber accepts the terms of this Agreement**

\_\_\_\_\_  
Subscriber Signature  
Name: \_\_\_\_\_

*Peter Lee*  
\_\_\_\_\_  
Peter Lee

Date of this Agreement \_\_\_\_\_

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