

ScratchWorks

CONTEST RULES, TERMS AND CONDITIONS

What?

ScratchWorks is a FinTech competition seeking to expose innovative tech companies and individuals to the leaders in the investment and wealth management industry with the goal of advancing the digital transformation of the financial services industry. We are inviting start-up and early-stage companies and individuals to submit their FinTech concept, product, service, platform or other initiative (your "Concept") for judging by a panel of five leaders from top wealth management and investment advisory firms around the country that collectively manage over \$60B in assets. The top three entries will gain exposure to many of the nation's dominant financial institutions in the wealth and investment management space. The overall winner will be recognized as such at Barron's Top Independent Advisors Summit and have the opportunity for investment by one or more of the ScratchWorks judges.

Who?

ScratchWorks will take submissions from and into two contest groups: Student Segment and General Submission. Submissions into the Student Segment must come from individual students or groups of students currently enrolled in an undergraduate or graduate school program. ScratchWorks reserves the right to independently verify or otherwise request proof of such enrollment as a condition to any Student Segment submission.

Regardless of whether you submit to the Student Segment or General Submission, the following eligibility requirements apply (which may be changed at any time and from time to time by ScratchWorks). ScratchWorks reserves the right to independently verify or otherwise request proof of identity or to verify eligibility conditions.

1. You must be 18 year of age or older; or if below 18 years of age, your parents and/or legal guardian must submit on your behalf and agree to all Terms and Conditions of ScratchWorks.
2. You must not be an employee, or relative of an employee, of any company associated with a ScratchWorks judge.
3. Multiple submissions are allowed so long as each submission separately fulfills application requirements (including separate non-refundable entry fee).
4. You must submit the following application materials by January 15, 2018 (which deadline is subject to extension in the sole discretion of ScratchWorks):
 - a. Application form;
 - b. Video of no longer than three minutes presenting your Concept (see video requirements under 'How?');
 - c. Payment of non-refundable entry fee:
 - i. Student Segment: \$295 per Concept
 - ii. General Submission: \$995 per Concept
5. You must agree to the Terms and Conditions of the submission. If you are applying as part of a team of collaborators that is not officially organized as a corporation, LLC, partnership or the like, you must certify as part of such Terms and Conditions that each collaborator has read, understands, and submits the Concept submission to ScratchWorks' Terms and Conditions.

How?

All application materials must be submitted via the ScratchWorks website no later than January 15, 2018 (which deadline is subject to extension in the sole discretion of ScratchWorks). Your three-minute video should include a description of (1) what problem or need your Concept addresses; (2) how and why your Concept is unique; (3) how you conceived of your Concept; (4) what stage of development your Concept is in (*i.e.*, idea, research & development, production); and, if you also are seeking an investment from one of the judges, (5) what investment amount you are seeking, what percentage of equity you are willing to exchange for such investment, and how you intend to further your Concept with the funding. Video production need not be professional-grade, but it is critical that your video show clearly your Concept and explain the above content.

Initial applications will be judged by the panel of ScratchWorks judges. From a combination of the Student Segment and General Submission, ScratchWorks will choose a total of 10 Concepts for advancement to the semi-finalist round. Semi-finalists will be invited to record the pitch of their Concept in a professional video studio setting to be arranged by ScratchWorks. Semi-finalists will be responsible for their own travel and accommodations for such participation.

Three General Submission Concepts and one Student Segment Concept will be selected by ScratchWorks to be featured at Barron's Top Independent Advisors Summit in Orlando, Florida on March 15, 2018. Participants will have the opportunity to present their Concept live to the judges at the Summit, answer judges' questions, request investment in their Concept, and win the top prize as the best Concept at ScratchWorks' inaugural FinTech competition.

No investment or funding is guaranteed by ScratchWorks or any judge. Any indication of interest in making an investment into a Concept is not a binding agreement between or among the participant, ScratchWorks, or any judge, but merely expresses intent with respect to the Concept to gather more details in a full diligence review. There shall be no obligation to proceed with any investment. A legally binding commitment with respect to investment into any Concept will arise only upon execution and delivery of definitive documents between the participant(s) and the investing party outside of and independent of the ScratchWorks competition.

By submitting your Concept to ScratchWorks for competition consideration, you agree that you have read, understand, and submit to ScratchWorks' Terms and Conditions and the Terms of Use of its website. If you are applying as part of a team of collaborators that is not officially organized as a corporation, LLC, partnership or the like, you certify that each collaborator has read, understands, and submits the Concept submission to ScratchWorks' Terms and Conditions.

Right to Use; Assignment

ScratchWorks has rights to use participant and Concept names, images, technology applications, and videos in ScratchWorks communications, marketing, promotional materials and other communications. By submitting a Concept, you unconditionally assign and transfer to ScratchWorks (including its affiliates, licensees or assigns) all rights, ownership, title, interest and claim (including, without limitation, all copyrights), which you now have or may have in the future, to your application materials, submission videos, and any other materials created or submitted during the course of the ScratchWorks

competition. Such materials may include, but are not limited to, photographs and videos of you and any content you submit in all rounds of the ScratchWorks competition. You grant ScratchWorks the right to use, publish, and/or modify all materials submitted or created in connection with ScratchWorks competition in any manner it wishes and without your further approval. For the avoidance of doubt, such assignment **shall not apply to**, and ScratchWorks shall have no ownership rights to, your Concept (i.e., the ideas, products, inventions, or services that are the basis for your submission).

Participant Representations

1. By submitting a Concept and application materials, you acknowledge and agree that you are doing so solely for purposes of applying to and potentially being considered by ScratchWorks FinTech competition and will not receive any compensation or credit for making a submission.
2. Your submission is not confidential nor submitted in confidence or trust, and no confidential or fiduciary relationship is intended or created by making a submission to ScratchWorks.
3. ScratchWorks, its judges, and its and their respective affiliates are diversified companies who may possess or come to possess information similar or identical to information contained in your submission, and you agree that any such similarity or identity shall not give rise to any claim or entitlement, whether for compensation, credit or otherwise.
4. By submitting your Concept, you represent that you meet ScratchWorks' eligibility requirements and that you possess the rights to all submission materials and Concept(s) presented therein. You represent that your submission and participation in the ScratchWorks competition does not violate the rights of any third party, and you agree to indemnify ScratchWorks, its judges, its and their respective affiliates, and its Sponsors and all their respective directors, officers, shareholders, members, employees, and licensees (the "Indemnified Parties") against any and all claims arising from your submission, your participation in the ScratchWorks competition, and/or the Indemnified Parties use of the rights you have granted to them herein.
5. To the maximum extent allowed by law, you release the Indemnified Parties from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including attorneys' fees) arising out of, resulting from, or by reason of your application to the ScratchWorks competition.

Governing Law and Jurisdiction

All matters arising, directly or indirectly, from your application to the ScratchWorks competition through shall be governed by and construed in accordance with the laws of Kansas, without regard to the conflicts of laws principles thereof. You hereby submit to the exclusive jurisdiction of the state courts in Olathe, Kansas and the federal courts located in Kansas City, Kansas, as applicable to the dispute in question, and waive any jurisdictional, venue or inconvenient forum objections to such courts. A printed version of these Terms and Conditions shall be admissible in judicial or administrative proceedings based on or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.