

CONFIDENTIALITY. Claimant and Claimant's respective agents, including Claimant's attorneys and any experts or referring attorneys, are obligated to keep the terms and conditions of this settlement, **confidential**. Claimant agrees that Claimant shall not divulge the terms of this Agreement to any person or entity whatsoever at any time, except that such disclosure may be (a) as required by law; (b) to Claimant's attorneys or tax advisors; or (c) to the United States Securities and Exchange Commission, the Financial Industry Regulatory Authority, any other regulatory or self-regulatory organization governing the securities industry, or the Certified Financial Planner Board of Standards. This provision is not intended to prohibit or restrict Claimant from initiating communications with or responding to any inquiry or providing testimony before any federal or state regulatory authority or self-regulatory organization regarding this settlement or its underlying facts or circumstances. It is specifically understood and agreed that there can be no release of information concerning this settlement, including but not limited to, the facts and circumstances of the negotiations, the terms or actions of any parties involved (including the basis of the Claim), to the news media. This confidentiality provision is a material term of the Agreement. Any use or disclosure of the terms of the settlement, documents produced by respondent in connection with this matter, or any breach of confidentiality provisions of this Agreement, and acknowledge that, in the event of such breach, that RESPONDENT shall be entitled to equitable relief by way of a temporary restraining order, preliminary injunction and permanent injunction, as appropriate, and such further and other relief as any court with competent jurisdiction may deem proper, without the necessity of posting a bond or proving actual damages. Subject to this agreement, if asked by an employer or prospective employer, Claimant may disclose: (i) the nature of the Claims; (ii) that this matter settled to the mutual satisfaction of the parties; and (iii) that the settlement included a monetary payment from respondent to Claimant, the amount of which is confidential.