

SERVICES AND LICENSE AGREEMENT

THIS SERVICE AND LICENSE AGREEMENT (this "Agreement") is entered into as of the th day of 2022, by and between ETF GLOBAL LLC, a Delaware Limited Liability Company ("ETFG") and the customer designated on the signature page hereof ("Customer"). The parties to this Agreement are referred to herein collectively as the "Parties".

BACKGROUND INFORMATION

- I. ETFG provides information services ("ETFG Services") and compilations, reports and other proprietary materials ("ETFG Materials") developed by ETFG pertaining to U.S. registered securities to securities professionals (such as brokers, advisors, and securities analysts), and financial services firms (such as broker-dealers, registered investment advisors and securities issuers).
- II. Customer is a securities professional or firm having experience and expertise in the securities industry relating to U.S. registered securities and desires to engage ETFG to provide the ETFG Services and to make available to Customer the ETFG Materials provided on Schedule 1 (the "Licensed Materials") during each Business Day (defined herein), for use in Customer's business activities. ("Business Day" means any day other than a Saturday, a Sunday or a day on which commercial banking institutions in New York, New York are authorized or obligated by law or executive order to be closed.)
- III. ETFG is willing to provide the ETFG Services to Customer and to provide Customer with a license to use the Licensed Materials, on terms and conditions set forth herein.

STATEMENT OF AGREEMENT

THEREFORE, in consideration of the foregoing background information, the accuracy of which is hereby acknowledged, and in further consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **ETFG Services.** Subject to all terms and conditions of this Agreement, ETFG shall supply the ETFG Services to Customer during the Services Period (defined herein), in exchange for the fee set forth and designated in, and to the location designated in, Schedule 1 (attached hereto and incorporated herein). THE LICENSED MATERIALS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND DO NOT CONSTITUTE LEGAL, ACCOUNTING, INVESTMENT ADVISORY OR OTHER FINANCIAL ADVICE. CUSTOMER SHOULD OBTAIN WHATEVER PROFESSIONAL ADVICE CUSTOMER DEEMS NECESSARY OR DESIRABLE FOR USE OF THE LICENSED MATERIALS.
2. **Term.** The initial term of this Agreement ("Initial Term") shall commence on the date ETFG accepts Customer's executed Agreement by providing Customer access to the Licensed Materials from a secure location on ETFG's data server, on a non-trial basis, and shall continue for the number of months thereafter set forth on Schedule 1 (terminating on the last day of the last month set forth therein). Upon expiration of the Initial Term or any renewal or extension hereof, this Agreement will automatically renew for a successive one (1) year period, unless Customer or ETFG notifies the other Party in writing at least one hundred eighty (180) days prior to expiration of the Initial Term of its election not to renew or at least one hundred twenty (120) days prior to expiration of any extension hereto of the election not to renew. The Initial Term and all extensions thereof are referred to herein as the "Services Period".

3. **Payment.** Payments to ETFG for provision of the ETFG Services shall be made quarterly, in advance, in immediately available funds, in U.S. Dollars, by electronic funding or other electronic payment method approved in advance by ETFG. Customer authorizes ETFG to submit Customer's payment information to a third party processor. ETFG shall have no liability to Customer with respect to security of Customer's payment information caused by actions or inactions of such third party processor. Due to the nature of the ETFG Services, all sales are final and non-refundable, except as expressly provided herein. Upon notice from ETFG, Customer's accounts in default are subject to an interest charge of 1.5% per month on the outstanding balance. If the law of the State where the Customer resides does not allow an interest rate of 1.5% per month, the maximum allowable interest rate in Customer's state will be charged. Customer agrees to reimburse ETFG for all collection costs and interest for any overdue amounts. Failure by Customer to maintain valid and current payment arrangements with ETFG may result in interruption in delivery of the ETFG Services. Such interruption does not relieve Customer from the obligation to pay subscription fees for any ETFG Services already provided to Customer. Customer agrees to pay or reimburse ETFG for all federal, state, and local VAT, sales, use, excise, or other taxes, fees, or duties (including future determinations respecting the sales of goods and services via the internet) arising out of this Agreement (other than taxes on the net income of ETFG).

4. **Accuracy of Information.** ETFG will make commercially reasonable efforts to ensure that the information provided to Customer, including as provided on the ETFG internet website, with and comprising the ETFG Services and the Licensed Materials, are complete and accurate. However, ETFG is not responsible if any such information is not accurate, complete or current. ETFG reserves the right to add, delete, edit or modify such information at any time. Customer shall at all times have the responsibility to monitor changes in such information. Any reliance on such information is at Customer's own risk.

5. **Error Correction.** ETFG shall use commercially reasonable efforts to promptly correct any error, omission or deviation within the ETFG Services or the Licensed Materials that prevents their successful operation in accordance with this Agreement (each, a "Defect"). Customer may report a Defect via telephone, email or other means made available by ETFG. ETFG shall use commercially reasonable efforts to correct the Defect or provide an acceptable work around.

6. **Customer's Use of Licensed Materials.**

(a) **License to Use Licensed Materials.** In connection with the performance of the ETFG Services under this agreement, ETFG hereby grants Customer a non-transferable, non-exclusive license (the "License") to use the Licensed Materials during the Services Period, pursuant to the Use Parameters identified in Schedule 1 (the "Use Parameters"), and subject to the terms and conditions set forth herein. No person may access or use the Licensed Materials except as set forth in the applicable Use Parameters.

(b) **Use and Dissemination of Licensed Materials.** Schedule 1 designates one or more of the following "Use Parameters" pertaining to Customer's authorized use of the Licensed Materials:

i. **Individual-User License.** An individual user license is granted to a single, individual person who is a natural person and not a business entity ("User"). An individual user license grants such authorized User (and only such authorized User) the right and license to use the Licensed Materials for such authorized User's own internal business activities and not to display the Licensed Materials in any form other than to facilitate the individual User's internal business activities. The term "for User's own internal business activities" means for User's (a) analysis, for his or her own account or for the account of his or her

customers, (b) evaluating, for his or her own internal business decisions, or (c) for providing advice to his or her customers, with respect to the design and strategy characteristics, market and other features, regulatory filings and other information pertaining to U.S. registered securities.

ii. **Public Internet Display License.** A public internet display license grants an individual, organization or business entity (in each case, a "Display User") the right to display Licensed Materials externally (to non-employees) in un-altered, display form only, through public interconnected computer networks (such as the World Wide Web). Such Display User shall not make the Licensed Materials available in aggregate form for download, access, copying, scraping or otherwise by non-employees, and shall take reasonable precautions against assembly and aggregation of the Licensed Materials in such manner. To the extent a Display User displays any Licensed Materials, such display shall conspicuously include the words "content provided by ETFG."

iii. **Enterprise License (Internal Display).** An enterprise license (Internal Display) granted to a partnership, corporation, limited liability company or other business entity (an "Enterprise User"), permits an Enterprise User to use the Licensed Materials solely for (a) such Enterprise User's own internal business activities and for (b) viewing by Enterprise User's employees for such Enterprise User's own internal business activities (each, an "Authorized Enterprise User") as permitted in connection with the Enterprise User's Tier election as indicated on Schedule 1. The "Tiers" are as follows: (a) employees within the specified business unit of the Enterprise User set forth on Schedule 1 ("Department Access") are Authorized Enterprise Users; (b) all employees of the Enterprise User ("Wide Access") are Authorized Enterprise Users; and (c) all employees and independent contractors of the Enterprise User and of any Affiliate of the Enterprise User ("Affiliate Access") are Authorized Enterprise Users. For the purposes of this Agreement, the term "Affiliate" means with respect to the Customer, any person or entity that directly or indirectly owns, is owned by, or is under common ownership with that Customer. For purposes of this definition, ownership means control of more than a 50% equity interest in the respective entity.

(c) **Limitations.** Customer agrees, except as specifically permitted by applicable Use Parameters: (i) not to communicate or otherwise furnish, or permit to be communicated or otherwise furnished, the Licensed Materials, in any format, to any party unless they are authorized to have access to and use of Licensed Materials pursuant to any of Section 6(b) hereof (each, an "Authorized User") pursuant to applicable Use Parameters; (ii) not to copy, distribute, rent, loan, lease, sell, market, or sublicense all or any portion of the Licensed Materials to any other person; (iii) not to affect materially the integrity of the Licensed Materials; (iv) not to alter or modify the Licensed Materials in any manner that adversely affects its accuracy or integrity; (v) not to render the Licensed Materials or any information contained therein or comprised thereof inaccurate, unfair, uninformative, fictitious, misleading or discriminatory. Customer will abide by any other limitations on such use that ETFG may specify from time to time. If the applicable Use Parameters permit individual use or internal display (without external display rights), Customer will use its best efforts to insure that its partners, officers, directors, employees and agents maintain sole control and physical possession of, and sole access to, Licensed Materials received through Devices in Customer's possession or control. "Devices" means any equipment, fixed or portable, that receives accesses or displays Licensed Materials in visible, audible or other comprehensible form. If Customer becomes aware of any unauthorized use of Licensed Materials by any person who receives Licensed Materials from Customer, Customer shall notify ETFG immediately of such use. Customer shall take all reasonable precautions to safeguard the Licensed Materials, to prevent any copies or disclosures thereof in violation of this Agreement and to prevent any unauthorized access thereto.

(d) **Unauthorized Use.** In connection with Customer's use of Licensed Materials and the ETFG Services, Customer: (1) shall not violate the terms of the applicable Use Parameters; and (2) shall not, directly or indirectly upload, download, manipulate, transmit, publish, broadcast or otherwise provide, or otherwise disseminate any of the Licensed Materials in violation of any applicable law or regulation, in a manner (i) that infringes the patent, copyright, trademark, trade secret or other intellectual property rights of others or violates the privacy, publicity or other personal rights of others, (ii) that is defamatory, obscene, threatening, abusive or hateful, or (iii) that contains incomplete, false or inaccurate information. Customer shall use its best efforts to ensure that no person within its control has access to any Licensed Materials unless that person is an Authorized User.

(e) **Passwords/Log-In Information.** ETFG will provide Customer with one administrative password which is to be used by an account administrator ("Administrator") within Customer's organization. Access to the ETFG Services is not permitted by any person who is not an Authorized User pursuant to applicable Use Parameters.

(f) **Notification of Unauthorized Use.** Customer shall take all reasonable precautions to safeguard the ETFG Services and Licensed Materials, to prevent any copies or disclosures thereof in violation of this Agreement and to prevent any unauthorized access thereto. Customer is solely responsible for maintaining the confidentiality and security of passwords created by Customer, and hereby agrees that, without the express written consent of ETFG, no password will be disclosed to any person other than Authorized Users. Customer accepts full responsibility for any use of or action taken under its passwords and agrees to and hereby releases ETFG from any and all liability concerning such activity. Customer agrees to promptly notify ETFG of any actual or suspected loss, theft or unauthorized use of any of Customer's passwords, the ETFG Services, the Licensed Materials, and/or data, information or documentation transmitted via the ETFG Services. ETFG has no obligation to inquire as to the authority or propriety of any use of or action taken under one or more of Customer's passwords and will not be responsible for any loss to Customer arising from any such use or action or from Customer's failure to comply with these provisions. To notify ETFG of any unauthorized use, please contact ETFG at support@etfg.com

7. **Proprietary Rights.** Customer acknowledges and agrees as follows with respect to the Licensed Materials:

(a) **Exclusive ETFG Rights.** ETFG has exclusive and valuable property rights in and to the Licensed Materials, that the Licensed Materials constitute valuable confidential information, trade secrets and/or proprietary rights of ETFG, not within the public domain, that the Licensed Materials shall remain valuable confidential information, trade secrets and/or proprietary rights of ETFG, and that, but for this Agreement, Customer would have no rights or access to the Licensed Materials. The Licensed Materials, and all related data, information and documentation, and the form, format, mode or method of compilation, selection, configuration, presentation or expression thereof, and any and all related copyright, patent, trademark, service mark and confidential proprietary and trade secret information and rights are, and shall remain, the exclusive property of ETFG and its affiliates, or is being used by ETFG with the express permission of a licensor. Customer shall not, and shall cause all Authorized Users not to, remove, sell, license, alter, modify, reproduce, copy, distribute, transmit, display, publish, download or upload, sell, license, create derivative works of, or deface any Licensed Materials, or copyright notice, trademark, service mark, logo, name, or other addendum of ownership or creation transmitted or provided with, or imbedded within, the Licensed Materials and/or all related data, information and documentation including, but not limited to, those which identify ETFG or any other party as the source of origin of such goods, services, products,

data, information and documentation, for commercial or public purposes or for any other purpose not expressly permitted by these Terms. Customer shall not, and shall cause all Authorized Users not to, take any actions which indicate that ETFG is not the source of origin of the Licensed Materials. The use of the Licensed Materials on any website (other than the ETFG internet website), or in any networked computer environment for any purpose, or any other publication, republication, redistribution or use of the Licensed Materials, including, without limitation, framing the Licensed Materials within another site, is expressly prohibited without the prior written consent of ETFG which may be withheld at the sole discretion of ETFG.

(b) **Unauthorized Disclosure.** Unauthorized disclosure of all or any part of the Licensed Materials, or any breach or threatened breach of any other Customer covenants or agreements contained herein (including without limitation, the applicable License Parameters), would cause irreparable injury to ETFG for which money damages would be an inadequate remedy. Customer therefore acknowledges and agrees that ETFG shall be entitled to seek specific performance and injunctive and other equitable relief from the breach or threatened breach of any provision, requirement or covenant of Customer set forth in this Agreement (including, without limitation, any unauthorized disclosure or threatened disclosure of the Licensed Materials) in addition to, and not in limitation of, any other legal or equitable remedies which may be available to ETFG hereunder.

(c) **Security.** Customer shall take, and cause all Authorized Users to take, reasonable security precautions to prevent unauthorized individuals or entities from gaining access to any of the Licensed Materials via Customer's method and system for receiving, transmitting or disseminating electronic information. Customer shall comply, and cause all Authorized Users to comply, with all reasonable security specifications or requirements of ETFG in order to prevent the Licensed Materials and all information comprising the Licensed Materials from being improperly used or accessed or from being improperly taken. Customer shall notify ETFG promptly upon any breach in security procedures related to the Licensed Materials or information comprising the Licensed Materials of which it becomes aware.

(d) **Inspection and Audit.** ETFG may have access, on reasonable notice to Customer, during Customer's regular business hours, to observe the use made by Customer and Customer's employees, agents or representatives, whether Authorized Users or otherwise, of the Licensed Materials hereunder and to examine and inspect any Devices, attachments or apparatuses owned or controlled by Customer and/or Customer's employees in connection with Customer's receipt and use of the Licensed Materials hereunder. Notwithstanding the foregoing, ETFG shall not be given access any of the Customer's clients' confidential information. If such audit results in ETFG determining that Customer, or any of its employees, agents or representatives, has engaged in unauthorized use and/or distribution of the Licensed Materials, Customer will immediately on notice of such results discontinue such unauthorized use and/or distribution and pay ETFG compensation for any applicable user fees associated with such unauthorized use and/or distribution, pursuant to ETFG's then-applicable fee schedule, together with interest at the rate of 1.5% per month on the outstanding balance, or the maximum rate permitted by law, whichever is less (the "Default Interest Rate").

(e) **ETFG Intellectual Property Rights.** Customer acknowledges and agrees that ETFG has proprietary rights in certain names, including but not limited to the names and trademarks of ETF Global®, ETFG®. Customer shall not use any ETFG names, trademarks or service marks (collectively, the "ETFG Marks") in any way that would infringe upon such ETFG Marks and shall not use the ETFG Marks in advertising or marketing materials except with ETFG's prior written consent. Customer further acknowledges that the Licensed Materials, the ETFG internet website and related creative works (the "ETFG Creative Works") are

protected by state and federal copyright laws. Customer shall not use the ETFG Creative Works or the ETFG Marks in any way that would infringe upon any applicable trademark, copyright, trade secrets or other intellectual property law protections afforded to same.

(f) **Confidentiality.** ETFG acknowledges that it or its employees may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information which it is advised is proprietary to or confidential to or contains trade secrets of Customer or its affiliates or their clients or to third parties to whom Customer owes a duty of confidentiality ("Customer Confidential Information"). "Customer Confidential Information" does not include information which was generally available to the public other than as a result of a disclosure by ETFG in violation of this Agreement, was known to ETFG prior to the receipt of same in the course of performing its responsibilities under this Agreement, or was disclosed to ETFG by a third party not known by ETFG to be subject to a restriction on such disclosure owed to Customer or its affiliates or their clients. Any Customer Confidential Information obtained by ETFG or its employees in the performance of this Agreement shall be deemed confidential and proprietary information. Except as expressly provided in this Agreement, ETFG shall not disclose, copy, provide or otherwise make available to any person any Customer Confidential Information. ETFG shall use commercially reasonable efforts, and shall employ reasonable security measures, to prevent any unauthorized disclosure of Customer Confidential Information and shall immediately advise Customer of any information that it has or receives relating to any actual or potential unauthorized disclosure, access, copying or use of Customer Confidential Information.

8. **Express Limited Warranty; Limitations on Liability.**

(a) **Limited Warranty.** ETFG warrants to Customer that, to ETFG's knowledge, the access to and use of the ETFG Services and the Licensed Materials, provided and licensed through this Agreement do not infringe upon the United States patent, copyright, trademark or trade secret rights of any third party. This limited warranty is void if infringement results from: (a) modifications of any part of the ETFG Services, or Licensed Materials that were not effectuated or otherwise approved in writing by ETFG; (b) the use of the ETFG Services or Licensed Materials in connection with another product or service not provided or otherwise approved in writing by ETFG; or (c) ETFG's compliance with the specific instructions of Customer. Customer's remedy for breach of this limited warranty shall be, at ETFG's option, for ETFG to: (i) obtain the right for Customer to use the affected ETFG Services or Licensed Materials without additional or increased cost to Customer; (ii) modify the affected ETFG Services or Licensed Materials without materially diminishing their functionality, performance or usefulness as contemplated herein, to become non-infringing, at ETFG's sole expense; or (iii) require that Customer discontinue the use of the ETFG Services or Licensed Materials, in which event ETFG shall refund Customer fee(s) actually paid by Customer in connection with Customer's use of such ETFG Services or Licensed Materials for the period of such infringement.

(b) **Representations and Warranties Limited.** ETFG DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR GUARANTY AS TO THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING OR SPEED OF DELIVERY OF THE ETFG SERVICES, THE LICENSED MATERIALS OR OTHER DATA OR INFORMATION FURNISHED TO CUSTOMER HEREUNDER. THE WARRANTIES SET FORTH IN THIS PARAGRAPH 8 ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTIES, EXPRESS OR IMPLIED, AND ALL SUCH OTHER WARRANTIES, REPRESENTATIONS, AND GUARANTIES ARE HEREBY DISCLAIMED. ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXPRESSLY DISCLAIMED.

(c) **Ownership of the Licensed Materials.** ETFG warrants and represents that it owns, or has the right to distribute, the Licensed Materials and otherwise has all authority necessary to grant to Customer the rights granted herein, deliver to Customer the ETFG Services and Licensed Materials as permitted herein, and that the ETFG Services hereunder do not infringe or violate the rights of any third party or violate any applicable law, rule or regulation.

9. **Limitations on ETFG Liability.**

(a) **Damages Limited.** If either Party otherwise fails to perform its duties and obligations under this Agreement, and the other Party can establish that as a direct result thereof it has incurred any damages, liabilities, losses, fees, costs or expenses, then a Party's liability to the other Party for actual damages for any cause whatsoever, during the term of this Agreement, whether in contract, tort (including negligence), strict liability or otherwise, shall not exceed in the aggregate the fees that Customer has paid for the ETFG Services respecting the six (6) months immediately preceding the event giving rise to such loss. The foregoing limitation shall not apply to damages resulting from a Party's gross negligence, willful misconduct or fraud.

(b) **No Recovery for Incidental, Special, or Consequential Damages.** IN NO EVENT SHALL ETFG, ANY INFORMATION PROVIDER OR ANY OTHER PROVIDER OF SERVICES, DATA AND/OR INFORMATION FOR ETFG, OR CUSTOMER BE LIABLE FOR ANY LOSS OF PROFIT OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THE ETFG SERVICES, ANY ACTION ETFG TAKES OR FAILS TO TAKE AS A RESULT OF COMMUNICATIONS CUSTOMER SENDS TO ETFG OR THE DELAY OR INABILITY TO USE ANY ETFG SERVICES OR LICENSED MATERIALS, OR ETFG's REMOVAL, MODIFICATION OR DELETION OF ANY LICENSED MATERIALS SUBMITTED TO OR RECEIVED BY CUSTOMER PURSUANT TO THIS AGREEMENT REGARDLESS OF THE FORM OF THE ACTION AND WHETHER SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND EVEN IF ETFG OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) **No Recovery for Business Interruption Damages.** THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION ON-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, CLIENT'S LOSS OF PROFITS OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS.

10. **Indemnification.**

(a) **Indemnity by Customer.** Customer shall indemnify, defend and hold harmless ETFG and its affiliates, officers, members, managers, employees, agents, contractors, licensors and any information providers and any other service or software providers for ETFG, from and against any and all third party demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including without limitation reasonable attorneys' fees, experts' fees, and the costs of any investigation) directly or indirectly arising from or in any way connected with (i) the use of or reliance on the ETFG Services and/or other information supplied or to be supplied to Customer under this Agreement, (ii) any breach of or default under the terms or conditions of this Agreement by Customer, or (iii) any negligence, gross

negligence or willful misconduct by or on behalf of Customer or its employees or agents. ETFG reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by Customer and in such case, Customer agrees to cooperate with ETFG in the defense of such matter.

(b) **Indemnity by ETFG.** ETFG shall, at its own expense, defend and hold harmless Customer, its agents, directors, partners, officers, employees, representatives, successors and assigns from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' and experts' fees, arising out of or in connection with any assertion that the Customer's use of the ETFG Services infringes any patent, copyright, trade secret or other intellectual property right of any third party. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ETFG'S TOTAL CUMULATIVE LIABILITY FOR INDEMNITY HEREUNDER SHALL NOT EXCEED TOTAL FEES ACTUALLY PAID TO ETFG BY CUSTOMER DURING THE SIX MONTHS PRIOR TO THE EVENT FIRST GIVING RISE TO THE CLAIM FOR INDEMNITY AND ENDING ON THE DATE OF SUCH EVENT.

(c) **Indemnification procedures.** A party that is the indemnifying party hereunder shall have the sole right to hire legal counsel (subject to the reasonable approval of the indemnified party) and control the defense of (and/or to settle or otherwise dispose of) the dispute subject to indemnification on such terms as the indemnifying party in its judgment deems appropriate; however, no settlement or consent to any judgment, award or decree may be made that will (i) not unconditionally release the indemnified party of all liability, (ii) affect the rights of the indemnified party, (iii) require any payment by the indemnified party, or (iv) require the indemnified party to make an admission of fault, in each case, without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed.

11. **Survival.** Paragraphs 7 through 10, and Paragraph 13, and any continuing or unfulfilled obligations of Customer hereunder, shall survive expiration or termination of this Agreement.

12. **Termination; Default.** Without limiting any other provision of this Agreement, the occurrence of any of the following shall constitute a default by such Party under this Agreement: (i) a Party's material failure to fully perform any of its duties and obligations under this Agreement, (ii) a Party's material violation of any of the terms or provisions of this Agreement or (iii) any substantial part of a Party's assets becomes subject to any levy, seizure, assignment or sale for the benefit of or by any creditor or government agency. Upon the occurrence of any of the foregoing defaults by Customer, ETFG shall, in addition to all other rights available under applicable law, have the right (then or at any time thereafter during the continuance of such default), at its sole option, to do any or all of the following upon giving notice to Customer: (i) immediately terminate this Agreement and all duties and obligations of ETFG hereunder, (ii) declare all amounts due and thereafter to become due to be immediately due and payable in full, and (iii) discontinue Customer's access to and use of all ETFG Services and Licensed Materials. Upon the occurrence of any of the foregoing defaults by ETFG, Customer shall, in addition to all other rights available under applicable law, have the right (then or at any time thereafter during the continuance of such default), at its sole option, to immediately terminate this Agreement and all duties and obligations of Customer hereunder. In the event Customer terminates this Agreement under this Paragraph, ETFG shall refund that portion of any prepaid fees allocable to ETFG Services and Licensed Materials not yet provided.

13. **Miscellaneous.**

(a) **Assignment.** Customer may not assign any of its rights or obligations under this Agreement, by operation of law or otherwise, without first obtaining ETFG's written consent, except that Customer may assign this Agreement without ETFG's consent (i) to its Affiliate; or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Customer's assets not involving a competitor of ETFG; provided that Customer provides prompt written notice to ETFG of such assignment. Any attempt to assign Customer's rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

(b) **Notices.** Notices shall be in writing and shall be deemed effective upon transmission when sent by e-mail or mailed by first class, registered or certified mail, postage prepaid or when sent by overnight courier service, to the address provided by Customer as set forth under Customer's signature to this Agreement or to such other address as provided in writing by Customer to ETFG for such purposes. Except as otherwise provided in this Agreement, any notice to ETFG that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when sent by e-mail to: support@etfg.com or mailed by first class, registered or certified mail, postage prepaid or when sent by overnight courier service, such as Federal Express or equivalent, to: ETF GLOBAL, LLC, 6 East 39th Street – Suite 1003, New York, NY 10016. Upon receipt, if a valid e-mail address is provided and remains current, ETFG may give notice to or communicate with Customer by e-mail addressed to the persons identified in the subscription process or to such other e-mail address or persons as Customer shall hereafter specify by prior written notice. By providing an e-mail address, Customer agrees that any receipt received by ETFG from Customer's service provider or internet computer server indicating that the e-mail was received shall be deemed proof that Customer received the message. If Customer cannot see or print all or a portion of a message, Customer agrees that it is Customer's responsibility to contact ETFG to resolve such technical issues.

(d) **Force Majeure.** Due performance of any duty or obligation hereunder by ETFG shall be excused if prevented by acts of God, information providers or other service providers, public enemy, war, terrorism, any accident, explosion, fire, storm, earthquake, flood, strike, computer outage or virus, telecommunications failure or any other circumstance beyond or event beyond ETFG's reasonable control. Notwithstanding the foregoing, Customer is entitled to (i) a refund of that portion of any prepaid fees allocable to ETFG Services and Licensed Materials not yet provided, if the ETFG Services are unavailable for more than five (5) consecutive Business Days and (ii) terminate this Agreement if the ETFG Services are unavailable for more than ten (10) consecutive Business Days.

(e) **Limitation on Use.** Notwithstanding anything to the contrary in this Agreement, if ETFG, acting in its sole reasonable discretion, determines that the manner of Customer's use of the ETFG Services, is harming or interfering, or is likely to harm or interfere, with ETFG's ability to provide the ETFG Services or the Licensed Materials to the Customer, or to other customers of ETFG, then ETFG may temporarily limit or suspend the Customer's access (an "Intervention") to the ETFG Services and Licensed Materials until such use is either halted or corrected (a "Corrective Action"). ETFG shall reasonably cooperate with the Customer with respect to the Customer's efforts to implement a Corrective Action, *provided however* that ETFG makes no warranty as to the results of such cooperation. ETFG shall make commercially reasonable efforts, but shall have no duty or obligation, to notify the Customer in advance of any Intervention. The occurrence of an Intervention shall not, for the avoidance of doubt, constitute a breach of any of ETFG's obligations arising hereunder.

(e) **Severability.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, then the validity, legality or enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, the parties waive any provisions of law that render any provision of this Agreement invalid, illegal or unenforceable in any respect.

(f) **Waiver or Consent.** Any failure by either of the Parties to comply with any obligation, covenant, condition or agreement contained herein may be waived in writing by the Party entitled to the benefits thereof, but such waiver or failure to insist on strict compliance with such obligation, covenant, condition or agreement shall not operate as a waiver of or estoppel with respect to any subsequent or other failure. To be effective, any consent by ETFG must be in writing and signed by an authorized representative of ETFG.

(g) **Remedies Cumulative.** Customer acknowledges and agrees that any violation of any term, condition or provision of this Agreement would cause ETFG and its information providers irreparable harm for which there would be no adequate remedy at law, and that ETFG shall be entitled to obtain temporary, preliminary and permanent injunctive relief against any such violation. Such injunctive relief shall be in addition to, and in no way shall limit, any other rights or remedies which ETFG may have at law or in equity.

(h) **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes and replaces all prior writings or oral negotiations or other understandings with respect thereto.

(i) **Headings; References.** All headings of this Agreement are solely for convenience of reference and shall not affect its interpretation.

(j) **Independent Parties.** Nothing in this Agreement shall be construed as creating a partnership, joint venture, fiduciary or agency relationship between the Parties, or as authorizing either party to act as an agent for the other. The Parties to this Agreement are independent parties.

(k) **Governing Law.** This Agreement and all terms and conditions included or incorporated by reference herein shall be governed by and interpreted in accordance with the laws of the State of New York applicable to agreements made and wholly performed therein. ETFG and Customer hereby consent to the exclusive jurisdiction of the federal and state courts of competent jurisdiction located in New York County, New York for the adjudication of any disputes arising out of or relating to this Agreement or Customer's access to or use of the ETFG Services and/or the Licensed Materials. ETFG and Customer hereby waives any objection to venue or inconvenient forum laid therein.

*****END OF TERMS AND CONDITIONS*****

BY SIGNING BELOW the individuals signing represent that they are executing this Agreement as duly authorized representatives of the Parties appearing below, and by executing this Agreement such parties agree to all terms and conditions of this Agreement:

Client

ETF GLOBAL LLC

Signature

Name
Title

Signature

Michael J. Rice
Managing Director

Addresses for Notices

	ETF GLOBAL LLC
Attn:	Attn: Michael J. Rice
	501 Madison Avenue, Suite 803
	New York, NY 10022
Telephone:	(212) 223-3834
Email:	support@etfg.com ; mrice@etfg.com

SCHEDULE 1 TO SERVICES AND LICENSE AGREEMENT

SERVICES PERIOD

- The Services Period covered by this Agreement shall commence on the date when the agreement has been executed by ETF Global.
- The Initial Term shall continue for a period of year () except as otherwise provided herein.

DATA CONTENT

-
- Data will be delivered via

DATA USE PARAMETERS

- Customer will receive an “Enterprise License (Internal Display)” as defined below:

Enterprise License (Internal Display). An enterprise license (Internal Display) granted to a partnership, corporation, limited liability company or other business entity (an “Enterprise User”), permits an Enterprise User to use the Licensed Materials solely for (a) such Enterprise User's own internal business activities and for (b) viewing by Enterprise User's employees for such Enterprise User's own internal business activities (each, an “Authorized Enterprise User”) as permitted in connection with the Enterprise User's Tier election as indicated on Schedule 1. The “Tiers” are as follows: (a) employees within the specified business unit of the Enterprise User set forth on Schedule 1 (“Department Access”) are Authorized Enterprise Users; (b) all employees of the Enterprise User (“Wide Access”) are Authorized Enterprise Users; and (c) all employees and independent contractors of the Enterprise User and of any Affiliate of the Enterprise User (“Affiliate Access”) are Authorized Enterprise Users. For the purposes of this Agreement, the term “Affiliate” means with respect to the Customer, any person or entity that directly or indirectly owns, is owned by, or is under common ownership with that Customer. For purposes of this definition, ownership means control of more than a 50% equity interest in the respective entity.

PRICING

- The fee for the Initial Term is \$ USD to be paid in equal, quarterly payments of \$, 30 days in advance of services period.
- Initial billing will commence with an invoice issued upon execution by ETF Global covering the services period of in the amount of \$ USD.

SALES TAX

- Please specify City and State of Delivery Destination: _____

LICENSED MATERIALS

For purposes of the Agreement, the term “Licensed Materials” shall include, but not be limited to, all text, graphics, photos, artwork, games, projections, ratings, evaluations, software applications and code, video, audio, online communication and instant messaging, and user interface design, and any media, whether downloadable, available for use on the ETFG internet website, or both, whether provided for free or only to paid users, including but not limited to downloadable posters, brochures, documents, charts, schedules, etc., and any content ETFG hosts, or communicates, or transmits, whether on social

media or via any other means and any derivative work (as such term is defined by the United States Copyright Act) of the foregoing. Notwithstanding the foregoing, Customer hereby acknowledges and agrees that ETF may remove the ETF Global Risk Reward Ratings from the purview of this Agreement at any time and for any or no reason without any change to the pricing hereunder and which ETF Global Risk Reward Ratings may be made separately available at additional cost to Customer.