



## **AGREEMENT FOR HIGH-FREQUENCY ECONOMIC DATA STREAM**

THIS AGREEMENT (the “Agreement”) is entered into as of [DATE] (the “Effective Date”), by and between **RIWI Corp.**, whose principal place of business is 180 Bloor Street West, Suite 1000, Toronto, Ontario, Canada M5S 2V6 (“RIWI”) and [Client NAME], whose principal place of business is [ADDRESS] (the “Client”), as to the terms and conditions set forth below. Client and RIWI shall each be referred to herein as a “Party” and collectively, the “Parties”.

**I. SERVICES.** Client hereby engages RIWI to provide the services (the “Services”), for the delivery of the High-Frequency Economic Data Stream project (the “Project”), as specified in Exhibit “A”.

**II. TERM.** (1) The term of this Agreement shall commence on the Effective Date and shall continue through [DATE] unless terminated sooner in accordance with this section (the “Initial Term”). This Agreement may be renewed for additional periods (each a “Renewal Term”) by written agreement of the Parties entered into at least sixty (60) days prior to the expiration of the Initial Term or then current Renewal Term. The Initial Term, together with any Renewal Term, shall collectively be referred to as the “Term”.

(2) Early Termination. Client hereby retains the right to terminate this Agreement early, upon providing prior written notice to RIWI of not less than sixty (60) days. The Client shall be responsible for paying all fees up to and including the sixty (60) day early termination notice period, as determined by RIWI.

**III. FEES.** Client hereby agrees to pay RIWI the fees as set forth in Exhibit “A”.

**IV. RELATIONSHIP.** The Parties acknowledge and agree that: (1) RIWI is acting as an independent contractor in providing the Services, and (2) the relationship between the Parties is not, and does not, constitute one of employer/employee or joint employment, joint venture, partnership, franchise, or business entity of any kind; nor shall anything in this Agreement constitute, recognize, or deem one Party as an agent of the other Party. Prior to the start of the Project, RIWI reserves the right to perform a review to ensure there are no conflicts. If RIWI is not able to work with the Client, RIWI will inform the Client as soon as practicable.

**V. INDEMNIFICATION/LIMITATION ON LIABILITY.** (1) RIWI hereby agrees to fully defend, indemnify and hold harmless Client from and against any and all liability, for any and all claims, damages, costs or judgments brought on behalf of any third-party arising from or out of any breach, or any claim which, if true, would constitute such a breach, of this Agreement by RIWI (including, without limitation, any breach of its representations or warranties hereunder) and/or RIWI’s negligence or willful misconduct.

(2) Client hereby agrees to fully defend, indemnify and hold harmless RIWI from and against any and all liability, for any and all claims, damages, costs or judgments (including, without limitation, reasonable attorneys’ fees) brought on behalf of any third-party arising from or out of any breach, or claim which, if true, would constitute such a breach, of this Agreement by Client (including, without limitation, any breach of its representations or warranties hereunder) and/or Client’s negligence or willful misconduct.

(3) EXCEPT FOR EACH PARTY’S INDEMNIFICATION OBLIGATIONS HEREIN, ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY’S CONFIDENTIALITY OBLIGATIONS HEREIN, ANY DAMAGES RESULTING FROM A PARTY’S FRAUD, WILLFUL ACTS, INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE, AND/OR ANY DAMAGES RESULTING FROM A PARTY’S VIOLATION OF ANY DATA PROTECTION LAWS, RULES OR REGULATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(4) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, ALL INFORMATION, PRODUCTS AND SERVICES PROVIDED BY ONE PARTY TO THE OTHER UNDER THIS AGREEMENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR



OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**VI. REPRESENTATIONS, WARRANTIES AND COVENANTS.** (1) RIWI hereby represents, warrants and covenants that: (a) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action(s), and (b) RIWI has obtained, and will comply with, all authorizations, approvals, licenses, permits and/or certifications required to enter into and fully perform its obligations under this Agreement.

(2) Client hereby represents, warrants and covenants that: (a) the execution, delivery and performance of this Agreement by Client has been duly authorized by all necessary corporate action(s), and (b) Client has obtained, and will comply with, all authorizations, approvals, licenses, permits and/or certifications required to enter into and fully perform its obligations under this Agreement.

**VII. INTELLECTUAL PROPERTY RIGHTS.** (1) RIWI License Grant for the Material. RIWI hereby grants to Client a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), fully paid, royalty free license to use the Services delivered to Client (the "Material"). RIWI is the author and owner of all right, title and interest in and to the Material.

(2) Client Shall Not Resell the Material. The Client shall not resell the Material or use the Material for any purpose, other than the Project.

(3) Pre-Existing Materials. Notwithstanding the foregoing or anything in this Agreement, Client acknowledges and agrees that RIWI shall own and retain all intellectual property rights in: (a) all pre-existing materials or materials created outside the scope of this Agreement incorporated by RIWI into the Materials, (b) RIWI's JavaScript and other computer code, HTML tags or other tracking code that RIWI provides to Client for use in provided Services for the applicable Project ("Tags") and (c) all back-end components and reusable software, code and other materials of a generic nature or general applicability to RIWI's business (collectively, and including any enhancements or improvements to any of the foregoing, and that RIWI has certain pre-existing proprietary research tools, databases of information and specialized database applications, software, inventions, copyrights, patents, trade secrets, trademarks and other proprietary rights, including ideas, concepts, and know-how of RIWI, that existed before the commencement of the Services or are used or developed in the general conduct of RIWI's business and which may be included in the Material (collectively, the "Pre-Existing Materials").

(4) RIWI License Grant. RIWI hereby grants to Client a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), fully paid, royalty free license to use the Pre-Existing Materials (a) in order for RIWI to perform its Services in accordance with the applicable Project and (b) to the extent they are included in, and as necessary to use and exploit the Material and solely as incorporated in such Material.

(5) Client License Grant. Notwithstanding any other provision of this Agreement, Client hereby grants to RIWI the non-exclusive, non-transferable, worldwide, royalty-free right and license to use, reproduce, and encode the Material for any purposes that do not substantially reduce the value to the Client of the Material nor indicate a connection between the Client and the Material. Client hereby also grants RIWI the non-exclusive, non-transferable, worldwide, royalty-free right and license to use, reproduce, and encode any and all Client-owned names, trademarks and logos for the Project (collectively, the "Client Marks"), solely in connection with the Services and solely in the form(s) provided by Client to RIWI for such purpose.

**VIII. ENTIRE AGREEMENT.** This Agreement, together with all Exhibits which are incorporated into this Agreement, contain the complete agreement between the Parties, and supersedes all prior agreements and understandings (whether oral or written) relating to the subject matter of this Agreement.

**IX. GOVERNING LAW.** This Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with the laws and courts of the Province of Ontario and the laws of Canada.

**X. SURVIVAL.** The provisions of Section II, Section IV, Section V, Section VI, Section VII, Section IX, Section XI, and this Section X shall survive the expiration or earlier termination of this Agreement.



**XI. OTHER CLAUSES.**

1. Assignment. Both Parties agree that they will not trade, delegate, or assign any portion of this Agreement without prior written consent.
2. Confidentiality. The Parties hereby mutually agree not to disclose any confidential or proprietary information that one Party provides to the Other, or to which Party gains access to, in connection with the Services, any Project, or a Party's Services hereunder ("Confidential Information"). In the event that either Party becomes compelled by law or court order or administrative body to disclose any Confidential Information, the Party will be entitled to disclose said Confidential Information, provided that: (a) the disclosing Party promptly and immediately provides the recipient Party with prior written notice of any such legal requirements, to enable the recipient Party to take any and all necessary action to safeguard and protect the Confidential Information prior to any such disclosure by the disclosing Party, and (b) whenever possible, the disclosing Party shall furnish only that portion of the Recipient Party's Confidential Information which is legally required to be disclosed and will exercise its commercially reasonable efforts to obtain assurances that the Confidential Information will be treated in confidence.
3. Compliance with Laws. RIWI hereby represents and covenants that it has, and that each of its personnel has, complied with and will continue to comply with all applicable laws, rules, regulations, and decrees, including without limitation, the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, effective February 15, 1999, the Canadian *Corruption of Foreign Public Officials Act*, and any other laws which combat bribery, conflicts of interest and/or corruption of governmental officials or employees, or political candidates or parties.
4. Waiver. No delay or omission by either Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power by either Party. A waiver by either Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant under this Agreement.
5. Force Majeure. In the event that either Party is prevented, hindered or otherwise delayed from performing its obligations pursuant to this Agreement because of fire, flood, earthquake, elements of nature, or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond either Party's control, and such condition continues for a period of two months or more, either Party shall have the right to terminate this Agreement, effective at any time during the continuation of such condition by giving the other Party at least 30 days prior written notice to such effect.
6. Amendments. This Agreement may not be amended except in writing by both Parties.
7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.
8. Binding Effect. This Agreement and its rights, privileges, duties and obligations shall inure to the benefit of and be binding upon each of the Parties hereto, together with their successors and permitted assigns.

**XII. NOTICES.** All notices, approvals, change requests and other communications under this Agreement shall be in writing and shall be sent as specified below:

**[Client]**  
 Attention: **[NAME]**  
**[ADDRESS]**  
**[ADDRESS]**  
**[Client Telephone]**  
**[Client Email]**

**RIWI Corp.**  
 Attention: **Neil Weitzman, Chief Revenue Officer**  
 180 Bloor Street West, Suite 1000  
 Toronto, ON, M5S 2V6, Canada  
 Telephone: **1-416-205-9984**  
 Email: neilweitzman@riwi.com

RIWI and **Client** hereby acknowledge and accept the terms of this Agreement.

**[Client]**

**RIWI CORP.**

By: \_\_\_\_\_  
 Name:  
 Title:

By: \_\_\_\_\_  
 Name: Neil Weitzman  
 Title: Chief Revenue Officer



## EXHIBIT "A":

**RIWI will provide access to Client for the High-Frequency Economic Data Stream for Client use.**

### Data Specifications

1. **Countries and Target responses per month:** Canada (1,500), United States of America (2,000), China (2,500). Note: RIWI reserves the right to change the number of target responses.
2. **Target respondents:** The general population of Internet users.
3. **Weighting:** The weights generated by RIWI are adjusted for age and gender according to the US Census Bureau's International Programs International Data Base (Revised, December 22, 2017) (<https://www.census.gov/data-tools/demo/idb/informationGateway.php>). RIWI will deliver to Client all unmanipulated, raw, unweighted data. Additional Client-requested post-delivery weightings are beyond the scope, but RIWI can supply this for an additional fee.
4. **Questions:** Note: RIWI will inform the Client of any changes or improvements to this syndicated product, which are reflected for all clients.
  - a. **Demographic Questions**
    1. What is your age and gender?
    2. Where do you live?
    3. What is your total annual income?
    4. Are you currently employed?
    5. What sector did you most recently work or study in?
  - b. **Core Questions**
    1. For how long can you pay your bills without incurring debt?
    2. What is the main way you earned money last month?
    3. Right now, is it a good time to make a major purchase?
    4. Other than buying day to day items, my next purchase will be...
    5. Compared to last week, I plan to go out for entertainment (e.g. movies, restaurants, sporting events).
    6. How do you believe your financial situation will be in 6 months?
    7. How do you feel about the amount of paid work you currently have?
    8. Do you expect the economy over the next 6 months to...
    9. In the next six months, do you plan to save more or less money?
  - c. **Situational Questions (RIWI may change over time given the environment/season)**
    1. How has your income source been impacted by COVID-19?
    2. The pace of the government allowing citizens to resume regular activities is...

### Data Delivery and Number of Users

5. RIWI's Dashboard will be available to a maximum of **three (3) users**. Additional number of users or Dashboard access after termination is available at an additional cost.
6. Within the Dashboard, the Client can view data, create cross tabs and isolate cohorts of interest, and the Client can download all data into MS Excel and SPSS files. The Dashboard is provided in English only.

### Client Agrees to the Following

1. The Client shall not resell the data or use it for any purpose, other than the Project.
2. RIWI shall have the right to publicly disclose that it has entered into a business relationship with the Client, and to display the Client's logo in sales and marketing materials.
3. RIWI shall have the right to review any draft publication referencing RIWI's name and the Client shall obtain written consent from RIWI prior to any final publication. RIWI, or any visual representation of the data collected, must clearly be labelled as data provided by RIWI, in text or logo format.

### Project Cost and Invoicing Schedule

1. **Total:** \$ XXXXX U.S. Dollars. This does not include any applicable taxes or out-of-pocket expenses.
2. **Invoicing Schedule:** RIWI will invoice the full amount upon initial data delivery. Invoices are due upon receipt. Invoices not paid within terms are subject to a 1% monthly finance charge.