

TRIAL SERVICES AND LICENSE AGREEMENT

THIS TRIAL SERVICES AND LICENSE AGREEMENT (this “**Agreement**”) is entered into as of the ___ day of ___, 2021, (the “**Effective Date**”) 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

ETFG provides information services (the “**ETFG Services**”) and compilations, reports and other proprietary materials (the “**ETFG Materials**”) developed and distributed by ETFG, pertaining to U.S. registered securities. Customer has expressed interest in engaging ETFG to provide Customer with ETFG Services and ETFG Materials (the “**Engagement**”).

So that Customer might evaluate whether to consummate the Engagement (the “**Evaluation**”), ETFG may provide certain ETFG Services and certain ETFG Materials to Customer, at no cost, for the period commencing on the Effective Date and terminating as per the **Trial Period** listed in Schedule 1 attached hereto.

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:

- ETFG Services.** Subject to all terms and conditions of this Agreement, and for the duration of the Trial Period or until this Agreement is terminated pursuant to Section 2, below, ETFG shall supply the ETFG Services set forth on Schedule 1 (attached hereto and incorporate herein) (the “**Trial Period ETFG Services**”), along with the ETFG Materials set forth on Schedule 1 (attached hereto and incorporate herein) (the “**Trial Period ETFG Materials**”), during the Trial Period to the Customer, for the purpose of the Evaluation. THE TRIAL PERIOD ETFG MATERIALS AND TRIAL PERIOD ETFG SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY, DO NOT CONSTITUTE LEGAL, ACCOUNTING, INVESTMENT ADVISORY OR OTHER FINANCIAL ADVICE, AND SHALL NOT SERVE AS A PRIMARY BASIS FOR ANY INVESTMENT DECISIONS MADE WITH RESPECT TO ANY SECURITIES, WHETHER COVERED BY THE TRIAL PERIOD ETFG SERVICES OR OTHERWISE. CUSTOMER SHOULD OBTAIN WHATEVER PROFESSIONAL ADVICE CUSTOMER DEEMS NECESSARY OR DESIRABLE IN CONNECTION WITH ITS USE OF THE TRIAL PERIOD ETFG MATERIALS.
- Term.** This Agreement shall expire, and all rights and permissions granted hereunder shall terminate, upon the earlier of (i) the end of the Trial Period, or (ii) the delivery written notice by either Party of its desire to terminate the Trial Period. Neither party shall have any obligation to enter into a formal agreement at the time of the Expiration or at any other future time.
- Customer’s Use of ETFG Materials.** Customer shall bear its own expenses for use of the Trial Period ETFG Services and Trial Period ETFG Materials. For the avoidance of doubt, all use by the Customer of the Trial Period ETFG Materials and Trial Period ETFG Services shall immediately conclude upon the Expiration. Customer acknowledges and agrees that use of the Trial Period ETFG Services and Trial Period

ETFG Materials by the Customer during the Trial Period shall be further governed by the following terms, which shall survive Expiration indefinitely.

(a) License to use ETFG Materials. In connection with the performance of the Trial Period ETFG Services under this Agreement, ETFG hereby grants those Customer personnel set forth on Schedule 1 attached hereto (the “**Authorized Users**”) a non-transferable, non-exclusive license to use the ETFG Materials during, and only during the Trial Period, subject to the terms and conditions set forth herein.

(b) Limitations. Customer agrees: (i) not to communicate or furnish, or permit to be communicated or furnished, the Trial Period ETFG Materials, in any format, to any party other than Authorized Users; (ii) not to copy, distribute, rent, loan, lease, sell, market, or sublicense all or any portion of the Trial Period ETFG Materials to any person other than Authorized Users; and (iii) not to alter or modify the Trial Period ETFG Materials in any manner that adversely affects its accuracy or integrity. If Customer becomes aware of any unauthorized use of Trial Period ETFG Materials by any person who receives Trial Period ETFG Materials from Customer, Customer shall notify ETFG immediately of such use. Customer shall take all reasonable precautions to safeguard the Trial Period ETFG Materials, to prevent any copies or disclosures thereof in violation of this Agreement and to prevent any unauthorized access thereto.

(c) Password/Log-In Information. ETFG will provide Customer with one administrative password which is to be used by an account administrator within Customer's organization. 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.

4. Proprietary Rights. Customer acknowledges and agrees as follows with respect to the Trial Period ETFG Materials (and, to the extent that the Customer has or obtains access to any ETFG Materials other than the Trial Period ETFG Materials, to such ETFG Materials):

(a) Exclusive ETFG Rights. ETFG has exclusive and valuable property rights in and to the Trial Period ETFG Materials, that the Trial Period ETFG Materials constitute valuable confidential information, trade secrets and/or proprietary rights of ETFG, not within the public domain, that the Trial Period ETFG 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 ETFG Materials. The Trial Period ETFG 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 alter, modify or deface any copyright notice, trademark, service mark, logo, name, or other addendum of ownership or creation transmitted or provided with, or imbedded within, the Trial Period ETFG 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 Trial Period ETFG Materials. Except as otherwise set forth in the Use Parameters, the use of the Trial Period ETFG Materials on any website other than the ETFG Website, or in any networked

computer environment for any purpose, or any other publication, republication, redistribution or use of the Trial Period ETFG Materials, including without limitation framing the Trial Period ETFG Materials within another website, is expressly prohibited without the prior written consent of the Company which may be withheld in the Company's sole discretion.

(b) Unauthorized Disclosure. Unauthorized disclosure of all or any part of the Trial Period ETFG 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 Trial Period ETFG Materials) in addition to, and not in limitation of, any other legal or equitable remedies which may be available to ETFG hereunder.

(c) 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 Trial Period ETFG 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.

5. **Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, REPRESENTATIONS, AND GUARANTIES, 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.

6. **Limitations on ETFG Liability.**

(a) Release and Disclaimer by Customer. Customer acknowledges that its use of the Trial Period ETFG Materials and Trial Period ETFG Services are solely for the purpose of the Evaluation and Customer therefore disclaims, and releases ETFG, its affiliates, directors, officers, shareholders, agents, employees, representatives, successors and assigns (collectively, the “**ETFG Parties**,” and each an “**ETFG Party**”) from, any and all claims and liabilities resulting, directly or indirectly, from the breach by ETFG of any representation or covenant of ETFG's in this Agreement.

(b) No Recovery for Incidental, Special, or Consequential Damages. IN NO EVENT SHALL ETFG, OR ANY ETFG PARTY, 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 TRIAL PERIOD 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 TRIAL PERIOD ETFG SERVICES OR TRIAL PERIOD ETFG MATERIALS, OR ETFG'S REMOVAL, MODIFICATION OR DELETION OF ANY TRIAL PERIOD ETFG 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 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) As-Is Use. Notwithstanding anything to the contrary herein, Customer acknowledges and affirms that, at all times, the use of the Trial Period ETFG Materials and Trial Period ETFG Services by the Customer are solely for the purposes of the Evaluation and therefore accepts such Trial Period ETFG Materials and Trial Period ETFG Services “as-is.”

7. **Indemnification.** 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 any use by the Customer of the Trial Period ETFG Materials and Trial Period ETFG Services. 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.

8. **Survival.** Customer's representations and covenants set forth in Sections 3, 4, 5, 6 and 7 shall survive the Expiration, unconditionally.

9. **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. 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.

(c) 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.

(d) 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.

(e) Remedies Cumulative. Customer acknowledges and agrees that any violation of any term, condition or provision of this Agreement would cause ETFG 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.

(f) 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.

(g) 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.

(h) 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 Trial Period ETFG Services or Trial Period ETFG Materials. ETFG and Customer hereby waive any objection to venue or inconvenient forum laid therein.

[Signature Page Follows]

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

Signature

Name
Title

Michael J. Rice
Managaing Director

Addresses for Notices

Client	ETF GLOBAL LLC
Attn:	Attn: Michael J. Rice
	1675 York Avenue – Suite 8B
	New York, NY 10128
	(212) 223-3834
Email -	support@etfg.com , mrice@etfg.com

SCHEDULE 1 TO TRIAL SERVICES AND LICENSE AGREEMENT

TRIAL PERIOD

- The Trial Period covered by this Agreement shall commence on the date when the agreement has been executed by ETF Global.
- The Trial Period shall continue for a period of one (1) month except as otherwise provided herein.

DATA CONTENT

- User will receive data for U.S. Listed ETFs - Constituents, Fund Flows, Analytics and Profile data from 4/3/17 to Present
- Data will be delivered via S3

USE PARAMETERS

- Internal use only for testing purposes

AUTHORIZED USERS

Please list various authorized users throughout the COMPANY

Parent Company	Division	Department/Group	User

TRIAL PERIOD ETFG MATERIALS

For purposes of the Agreement, the term “Trial Period ETFG 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.