

MASTER SERVICES AGREEMENT

ALL TRADING CENTRAL SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS MASTER SERVICES AGREEMENT (“**AGREEMENT**”) AND THE ASSOCIATED SERVICE ORDER (“**SO**” OR “**SERVICE ORDER**”). PLEASE READ THIS AGREEMENT CAREFULLY. IT IS A LEGAL AGREEMENT AND MAY ONLY BE ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY SUBSCRIBING TO THE SERVICES BY WAY OF A SIGNED SERVICE ORDER (“**CUSTOMER**”). **IF CUSTOMER DOES NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, CUSTOMER MAY NOT ACCESS OR USE THE SERVICES.** ANY ACCESS TO OR USE OF THE SERVICES CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

TRADING CENTRAL Group (“TC Group”). TRADING CENTRAL offers independent investment research provided as an online service including, but not limited to, access to both automated and human interpretation of technical, fundamental and value-based analytics to help account-holders find trade ideas, validate investment decisions and manage risk (“**Services**”). TRADING CENTRAL S.A. is the parent company of, among others, TRADING CENTRAL AMERICAS, INC., TRADING CENTRAL ASIA LIMITED, TRADING CENTRAL CHINA LTD., TRADING CENTRAL SOUTHERN EUROPE LIMITED and TRADING CENTRAL CANADA INC. , (each are members of the “TC Group” and they are collectively represented here as TRADING CENTRAL). This Agreement is between the Customer and the applicable TC Group entity identified on the applicable Service Order. Some or all of the Services may be provided by members of the TC Group.

Agreement. The effective date of this Agreement is the Service Order Date of Customer’s first Service Order (“**Effective Date**”) and the term of this Agreement will continue until there are no longer any Service Orders in effect. In the event of a conflict between the terms of a Service Order and the terms of the Agreement, the terms of the Service Order will govern. TRADING CENTRAL may amend the terms of this Agreement from time to time in its reasonable discretion and Customer hereby agrees to be bound by such amendments. TRADING CENTRAL shall use reasonable endeavours to inform Customer of such amendments by giving notice by mail, email or via the Services. Customer will be deemed to have accepted the amended Agreement if no notice of objection is received within 30 days.

Service Order (“SO” or “SERVICE ORDER”). TRADING CENTRAL will provide the Services to Customer in accordance with and subject to the terms and conditions of this Agreement and the applicable Service Order. The Service Order describes, among other things, the Services to be performed, the committed term for the provision of such Services (“**Service Order Term**”), and the fees to be paid for such Services (“**Fees**”). Each Service Order is incorporated into the Agreement by reference once signed by TRADING CENTRAL and Customer. Unless otherwise specified in a Service Order, each Service Order will specify the SO Term and will automatically renew for successive one (1) year renewal terms unless either party gives written notice of non-renewal to the other party at least ninety (90) days prior to the expiry of the then-current SO Term.

License Grant. For the SO Term, TRADING CENTRAL grants to Customer, a non-exclusive, non-transferable and non-sublicensable (except as set out herein), revocable license to access and use the Services, and the Content contained therein, as set out in the SO, which is either: (i) for Customer’s internal use; or, (ii) Customer’s use in connection with the carrying on of its business with its authorized users (each a “**CPU**” or “**Customer Permissioned User**”) or, if permitted, with public users (each a “**Demo Account**”). CPUs and Demo Accounts are further described in the Service Order. Collectively, CPUs and Demo Accounts are referred to in this Agreement as “**Users**”. Depending on the Services licensed, Customer may grant a limited sub-license to its Users to use the Services and Content for their personal use subject to the terms of this Agreement. “**Content**” means all information, data and materials made available to Customer or its Users via the Services. The definition of “**Services**” is deemed to include Content.

Change to Services. TRADING CENTRAL shall have the right to make non-material changes to the Services and Content in its reasonable discretion. TRADING CENTRAL may make material variations to the Services or the Content or to replace, omit or otherwise vary the Services or Content upon ninety (90) days’ prior, written notice to Customer. TRADING CENTRAL Services shall be delivered on days that markets are open in the applicable jurisdiction except major bank holidays when exchanges are closed and/or whenever TRADING CENTRAL offices are closed (e.g. Christmas, New Year, Easter, Chinese New Year, as applicable).

Use of Trademarks. Customer may reproduce the trademarks or trade name of TRADING CENTRAL, solely in the form provided by TRADING CENTRAL and solely in connection with the provision of the Services to its Users. TRADING CENTRAL may reproduce Customer’s trade name and trademarks in connection with its provision of the Services and on its client lists for promotional and marketing purposes.

Restrictions on Use. Customer shall not, nor shall it permit or authorize any third party, including its Users, to: (i) except as permitted by TRADING CENTRAL in writing, translate, adapt, change, alter or otherwise modify the Content or any disclaimers or limitations of liability included in the Services; (ii) except as expressly permitted by this Agreement or an SO, internally or externally, copy, distribute, relay, publish or otherwise deal with, disclose or make available any part of the Services or Content, whether in the form received by them or in any other form; (iii) transfer any part of the Services or Content to another information distribution network or publication system, whether external or internal, or to any terminal not authorised by TRADING CENTRAL to receive the Service; (iv) remove any copyright, trademark or other intellectual property markings or notices, waivers or disclaimers from the Services; (v) if applicable, use the Services on or in connection with any websites operated by Customer other than the Website; or, (vi) if applicable, permit unauthorized linking to or framing of the Website. “**Website**” means either the Customer’s web site, an IP address or an executable application where the Services are displayed to Users. In the event of any breach by the Customer or a User of the terms of this Section, TRADING CENTRAL may, at its option and, as applicable, suspend the provision of the Services to the Customer or the User’s access to the Services. Nothing herein restricts the Customer from customizing the presentation or “look and feel” of certain white-labelled Services as permitted by TRADING CENTRAL.

Customer Obligations. Customer shall only access and use the Services in accordance with the terms of this Agreement and the applicable Service Order. For all Insightful Analytics (Computer Generated Pattern Recognition) Services, Customer shall: (i) continue to maintain or host the Website into which the Services are integrated; (ii) require its Users to accept terms and conditions of use prior to accessing the Services which are no less restrictive than those contained in this Agreement, including the disclaimers in the DISCLAIMER Section below; (iii) use reasonable efforts to enforce such terms

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and conditions of use, both proactively and in response to a request from TRADING CENTRAL; (iv) unless otherwise permitted by TRADING CENTRAL in writing, require its Users to use a secure login and password to access the Services and to not share such login information with any third party.

User Consent to Receive Services. Some of the Services may include the delivery by TRADING CENTRAL of electronic messages on behalf of Customer to Users. Customer represents and warrants that: (i) it has the right to deliver to TRADING CENTRAL all electronic communication information of its Users that it delivers to TRADING CENTRAL, including but not limited to, email addresses and SMS numbers; (ii) in jurisdictions where Users are required to opt-in to receive electronic communications, that all such Users have opted-in to receive such electronic communications; (iii) Customer will inform TRADING CENTRAL if any User has opted-out of receiving any such electronic communications from Customer or TRADING CENTRAL; (iv) Customer is in compliance with the privacy and anti-SPAM legislation in all the jurisdictions where the Services licensed by Customer are being provided; and, (v) where the Services are provided in the European Union (EU), and or to individuals residing within the EU, Customer is in compliance with the Regulation (EU) 2016/679 General Data Protection Regulation (GDPR).

Third Party Licenses. Depending on the Services licensed, Customer may be required to enter into license agreements with, obtain permissions from, and/or pay fees to, third party providers of certain Content. TRADING CENTRAL reserves the right to delay or suspend access to the Services: (i) until Customer has in place all necessary third party licenses or authorizations and has paid all associated fees; or, in the event that it receives notice from a third party Content provider that Customer does not have such license agreements or authorizations or has not paid the requisite fees. Unless agreed otherwise in an SO, Customer is responsible for assessing and obtaining any such third party licenses or authorizations and paying the fees if required. Customer agrees to provide certification of same to TRADING CENTRAL upon request.

Termination of Third Party Content Agreements. TRADING CENTRAL's right to redistribute certain third party Content is subject to possible termination or withdrawal by its own third party licensors. Where TRADING CENTRAL's right to redistribute third party Content ceases, TRADING CENTRAL reserves the right, in its reasonable discretion, to: (i) continue offering the Services using alternate, comparable Content; or (ii) discontinue offering the relevant part of the Services or the Services as a whole, in which case TRADING CENTRAL may terminate, on written notice to Customer and on the timeframes required by the applicable third party licensor(s), that portion of the SO that relates to such discontinued material or the whole SO (as applicable), and in such event TRADING CENTRAL shall pay to Customer a pro rata refund of all Fees Customer has pre-paid for the discontinued material or the Services for the period after such termination comes into effect.

Fees. In consideration of TRADING CENTRAL's provision of the Services, Customer shall pay the Fees set forth in the applicable Service Order. Except as may be specifically set out in a Service Order or this Agreement, Customer's obligation to pay Fees is absolute, unconditional, non-cancellable and non-refundable and such Fees shall not be subject to any abatement, set-off, claim, counter-claim, adjustment, reduction, or defense for any reason, including, but not limited to, any claims that TRADING CENTRAL failed to perform under this Agreement, or termination of this Agreement or any Service Order.

Payment of Fees. Payment is due within 30 days of the invoice date. Without prejudice to any other remedy which it may have, TRADING CENTRAL reserves the right to suspend or to terminate Customer's access to the applicable Services for non-payment of invoices. Only after all overdue payments are settled by Customer will TRADING CENTRAL reinstate the Services and the period of suspension will be added to the end of the Service Order Term. Overdue payments will be subject to an interest charge on the unpaid balance of the lesser of 1.5% per month or the highest rate permitted by applicable law. TRADING CENTRAL may, at any time, modify payment terms or require a deposit or other acceptable form of security if it reasonably determines that there is a risk that Customer may not be able to pay the Fees as required by this Agreement. Unless otherwise agreed by TRADING CENTRAL, Customer must pay by wire transfer.

Taxes. All Fees are exclusive of Goods and Services Tax, Sales Tax, Value Added Tax, and any other use or sales taxes, duties, or levies imposed by any authority, government or government agency which may apply or be introduced from time to time which shall be charged thereon in accordance with the relevant regulations in force at the time of providing the Services and shall be paid by Customer. If Customer is required by any tax authority to account for withholding tax (or similar duties or taxes) in respect of any Fees due to TRADING CENTRAL, the Fees shall be grossed up so that TRADING CENTRAL actually receives the amount which would have been payable had such withholding tax not been levied. As set out in each signed Service Order, Fees are subject to annual increase based on a specified cost of living adjustment.

Privacy. TRADING CENTRAL'S Privacy Policy may be viewed at www.tradingcentral.com/privacy-policy/

Confidential Information.

- (i) "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, the Services, this Agreement, as well as business and marketing plans, pricing information, technology and technical information, product plans and designs, and business processes. However, Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or, (iv) was independently developed by the Receiving Party without reference to or reliance on the Confidential Information of the Disclosing Party.
- (ii) **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party: (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any reason outside the scope of this Agreement; and, (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, agents and advisors who need such

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access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing provisions no less stringent than those in this Agreement (“**Authorized Parties**”). The Receiving Party acknowledges and agrees that it shall be liable to the Disclosing Party for any unauthorized disclosure or use of Confidential Information by its Authorized Parties.

- (iii) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.
- (iv) **Customer Suggestions.** Notwithstanding the foregoing, TRADING CENTRAL shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer related to the Services.
- (v) **User Information.** Customer owns any information identifying a User and such information is deemed to be Confidential Information. Subject to Section (vi) below, on termination or expiration of this Agreement, once all outstanding invoices are paid in full but subject to any retention requirements imposed on TRADING CENTRAL by applicable regulatory bodies, TRADING CENTRAL shall remove all identifiable information about Users, if any, from its databases. TRADING CENTRAL may gather and collect information relating to Customer and Users, including, but not limited to, user preferences and usage log information, in an aggregate and anonymous format only, for statistical, marketing or commercial purposes.
- (vi) **Survival and Return of Information.** The obligations of confidentiality in this Agreement shall be effective throughout the term of this Agreement and shall continue in full force and effect for a period of five (5) years following its termination or expiration. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by the Disclosing Party to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned or, at the option of the Receiving Party, destroyed, upon the Disclosing Party’s written request provided, however, that, the Confidential Information may be retained by the Receiving Party to the extent: (i) that an archival copy of the Confidential Information is contained in electronic files as part of the Receiving Party’s regular data backup procedures; or, (ii) required by law or regulatory authority with jurisdiction over the Receiving Party. The Receiving Party shall cease use of any such retained Confidential Information and shall hold such Confidential Information at all times in accordance with the terms of this Agreement.

Intellectual Property. Title to and ownership of all intellectual property including, without limitation, any patent, trademark, copyright or intellectual or industrial property right, relating to the Services, including the Content, and the software used to generate the Services (“**Software**”) shall at all times remain with TRADING CENTRAL or its licensors, as applicable. Customer expressly acknowledges that it does not have and shall not, by virtue of this Agreement, acquire any proprietary rights whatsoever of any kind in or over any adaptation, modification, derivation, addition or extension to the Services or the Software, whether made by TRADING CENTRAL or Customer, and that Customer’s sole right to access and use the Services and the Software is as set forth in this Agreement. TRADING CENTRAL reserves all rights not expressly granted to Customer pursuant to this Agreement.

DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT: (I) NEITHER TRADING CENTRAL NOR ITS LICENSORS GUARANTEES OR MAKES ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, NOR DO THEY REPRESENT THAT THE SERVICES OR CONTENT MAY BE RELIED UPON FOR TRADING PURPOSES; (II) THE SERVICES DO NOT CONSTITUTE IN ANY WAY A SOLICITATION NOR INCENTIVE TO SELL OR BUY ANY SHARES, STOCK OPTIONS AND SIMILAR AND ASSIMILATED PRODUCTS; (III) BY ITS VERY NATURE, ANY INVESTMENT IN SHARES, STOCK OPTIONS AND SIMILAR AND ASSIMILATED PRODUCTS IS CHARACTERISED BY A CERTAIN DEGREE OF UNCERTAINTY; THAT CONSEQUENTLY, ANY INVESTMENT OF THIS NATURE INVOLVES RISKS FOR WHICH CUSTOMER AND USERS ARE SOLELY RESPONSIBLE AND LIABLE. **TRADING CENTRAL CAUTIONS THAT PAST PERFORMANCE OF A FINANCIAL INSTRUMENT DOES NOT GUARANTEE, NOR IS IT AN INDICATION OF, FUTURE PERFORMANCE;** (IV) THE USE AND INTERPRETATION OF THE SERVICES REQUIRE FINANCIAL SKILL AND JUDGEMENT. ANY UTILISATION WHATSOEVER BY CUSTOMER OR USERS OF THE SERVICES, AS WELL AS ANY DECISION WHICH CUSTOMER OR USERS MAY TAKE REGARDING A POSSIBLE PURCHASE OR SALE OF SHARES, STOCK OPTIONS AND SIMILAR AND ASSIMILATED PRODUCTS, ARE THE SOLE RESPONSIBILITY AND LIABILITY OF CUSTOMER AND USERS, WHO ACKNOWLEDGE AND AGREE TO THIS AS A CONDITION PRECEDENT TO AND PRIOR TO ANY ACCESS TO THE SERVICES.

No Warranty. THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE SOFTWARE AND CONTENT, ARE PROVIDED ON AN “AS IS” BASIS. THERE ARE NO OTHER REPRESENTATIONS, COVENANTS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT OR THAT THE USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARE ALSO EXPRESSLY DISCLAIMED.

No Indirect Damages. TRADING CENTRAL, ITS LICENSORS AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE TO CUSTOMER OR ANY USER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITH RESPECT TO LOSS OF DATA, TRADING LOSSES OR PROFITS OR BUSINESS INTERRUPTION) SUFFERED BY CUSTOMER OR USERS HOWSOEVER CAUSED AND REGARDLESS OF THE FORM OR CAUSE OF ACTION, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR TRADING CENTRAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO CUSTOMER.

Limitation of Liability. EXCEPT TO THE EXTENT THAT SUCH DAMAGES CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, NEITHER TRADING CENTRAL NOR ITS LICENSORS IS LIABLE FOR: (I) ANY ERROR IN OR ANY DELAY OR FAILURE IN TRANSMISSION OF THE SERVICES; OR (II) FOR THE TIMELY AVAILABILITY OF CONTENT RECEIVED FROM THIRD PARTIES; (III) FOR ANY INTERRUPTION, DISRUPTION OR SUSPENSION OF THE SERVICES AVAILABLE ON THE INTERNET WHATSOEVER, EVEN WHEN THIS RESULT CAUSES THE INFORMATION AND RELATED PRODUCTS PROVIDED TO BE RENDERED INACCURATE, INACCESSIBLE OR INCOMPLETE; OR (IV) ANY DAMAGES WHATSOEVER ARISING IN RESPECT CUSTOMERS OR USERS’ USE OF OR RELIANCE ON THE SERVICE OR CONTENT FOR THE PURCHASE OF FINANCIAL INSTRUMENTS.

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TRADING CENTRAL'S TOTAL LIABILITY AND OBLIGATION IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH THIS AGREEMENT, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND OR NATURE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL NOT EXCEED THE LESSER OF THE FEES ACTUALLY PAID TO TRADING CENTRAL DURING THE SIX (6) MONTHS PRECEDING THE CLAIM OR THE TOTAL FEES ACTUALLY PAID TO TRADING CENTRAL BY CUSTOMER. TRADING CENTRAL SHALL HAVE NO LIABILITY TO ANY USER. THE FOREGOING LIMITATIONS WILL APPLY TO THE EXTENT PERMITTED BY LAW AND EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Termination.

- (i) **Agreement.** In the event that there are no active Service Orders, either party may terminate the Agreement upon sixty (60) days' prior written notice to the other party.
- (ii) **Service Order.** Customer may terminate a Service Order at any time prior to the end of the SO Term by giving notice to this effect to TRADING CENTRAL at least sixty (60) days prior to the proposed early termination date; provided, however, that Customer pays to TRADING CENTRAL an amount equal to 100% of the remaining Fees otherwise payable to the end of the SO Term of the applicable Service Order ("**Early Termination Fee**"). Customer agrees that the Early Termination Fee is based on an agreed revenue expectation and is not a penalty.
- (iii) **Termination for Cause.** Either party may terminate this Agreement and the associated Service Orders effective immediately: (i) in the event that the other party defaults under the terms of this Agreement by failing to fulfill its material obligations hereunder and such failure is not cured within thirty (30) days from the date the defaulting party receives written notice of such default from the other party; or, (ii) upon written notice to the other party that a receiver has been appointed in respect of the whole or a substantial part of a party's assets or a petition in bankruptcy or for liquidation is filed by or against a party which is not dismissed within sixty (60) days, or if a party is dissolved or liquidated or is insolvent.
- (iv) **Termination or Suspension for Non-Payment.** If Customer fails to pay any Fees within thirty (30) days of their due date, TRADING CENTRAL may, in its sole discretion, terminate the applicable Service Order or suspend Customer's access to the Services until such time as Customer pays the outstanding Fees, including any interest thereon. Termination or suspension for non-payment shall not relieve Customer of its responsibilities under the Agreement. For clarity, notwithstanding TRADING CENTRAL's suspension of the Services or termination of a Service Order, Customer's obligation to pay Fees or Early Termination Fees, as applicable, continues.
- (v) **Effect of Termination.** Upon termination of this Agreement or expiration or termination of a Service Order all obligations of TRADING CENTRAL to provide the Services shall cease. Customer shall, and shall cause its Users to, cease all use of the Services and, when all outstanding invoices are paid in full by Customer but subject to any retention requirements imposed on TRADING CENTRAL by applicable regulatory bodies, each party shall return to the other party the Confidential Information of the other party in accordance with Section (vi) of the Confidential Information Section above. For clarity, termination of this Agreement automatically terminates all active Service Orders.
- (vi) **Survival.** Termination of this Agreement for any reason shall not release either party from any liability that accrued on or before the date of termination or that may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from the following provisions of the Agreement: Fees, Payment of Fees, Taxes, Confidential Information, Intellectual Property, Disclaimer, No Warranty, No Indirect Damages, Limitation of Liability, Effect of Termination, Survival, General.

Terms Associated With Each Member of the TC Group.

- (i) **TRADING CENTRAL S.A. ("TCSA").** TCSA is a member of ANACOFI-CIF (Association Nationale des Conseillers Financiers), an investment advisor association approved by the Autorité des Marchés Financiers (AMF), and registered with ORIAS under number 17005458. Its registered address is 11 bis rue Scribe, 75009, Paris, registered at the registry of commerce and companies of Paris under the number 423 512 607. If Customer is contracting with TCSA, then Customer agrees that:
 - a. This Agreement and associated Service Orders will be governed by the laws of France and each party submits to the exclusive jurisdiction of the courts in Paris, France.
- (ii) **TRADING CENTRAL AMERICAS, INC. ("TCA").** TCA is registered as an investment advisor with the United States Securities and Exchange Commission pursuant to the *Investment Advisor's Act of 1940*. Its business office is at 60 Broad Street, Suite 3502, New York, NY 10004 USA. If Customer is contracting with TCA, then Customer agrees that:
 - a. It has received a copy of Part II of TCA's Form ADV; and,
 - b. This Agreement and associated Service Orders will be governed by the laws of New York and each party submits to the exclusive jurisdiction of the courts in New York, NY, USA.
- (iii) **TRADING CENTRAL ASIA LIMITED ("TCAL").** TCAL is registered as an investment advisor with the Hong Kong Securities and Futures Commission pursuant to the *Securities and Futures Ordinance*. Its business address is Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, incorporated in Hong Kong (number 1424713) under the Companies Ordinance (Chapter 32 of the Laws of Hong Kong). If Customer is contracting with TCAL, then Customer agrees that:
 - a. This Agreement and associated Service Orders will be governed by the laws of Hong Kong and each party submits to the exclusive jurisdiction of the courts in Hong Kong.
- (iv) **TRADING CENTRAL CHINA LTD. ("TCCL").** TCCL is not required to be registered as an advisor in China. Its registered address is 3rd & 4th Floor, No. 1, Lane 65, Huanlong Road, Pudong New District, Free Trade Zone of Shanghai, People's Republic of China. If Customer is contracting with TCCL, then Customer agrees that this Agreement and associated Service Orders will be governed by the laws and regulations of the People's Republic of China ("PRC").
- (v) **TRADING CENTRAL SOUTHERN EUROPE LIMITED ("TCSE").** TCSE is not required to be registered as an advisor in Cyprus. Its business address is Vasili Michailidi 21, 3026 Limassol, Cyprus, incorporated under the Companies Law, Cap. 113 (registration number: 366288). If Customer is contracting with TCSE, then Customer agrees that:

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- a. This Agreement and associated Service Orders will be governed by the laws of Cyprus and each party submits to the exclusive jurisdiction of the courts in Cyprus.
- (vi) **TRADING CENTRAL CANADA INC. ("TCCI").** TCCI is not required to be registered as an investment advisor in Canada. Its address is 343 Preston Street, 11th Floor, Ottawa, ON, K1S 1N4, Canada. If Customer is contracting with TCCI, then Customer agrees that:
- a. This Agreement and associated Service Orders will be governed by the laws of the Province of Ontario, Canada, and the laws of Canada applicable in Ontario. The parties hereby submit to the exclusive jurisdiction of the courts located in Ottawa, Ontario, Canada.
- (vii) **TC Group.** The parties expressly disclaim all applicable choice of law or conflict of law rules and expressly exclude the United Nations Convention on Contracts for the International Sale of Goods. Each party waives any right, and agrees not to apply to have any disputes under this Agreement tried or otherwise determined by a jury, except where required by law. Notwithstanding the foregoing specification of governing law, TRADING CENTRAL may, at its option, enforce payment-related issues in the jurisdiction where Customer is located.

General.

Audit Right. Customer will permit TRADING CENTRAL and its representatives to enter, during normal business hours, into locations where TRADING CENTRAL services are being accessed and/or received and to have access to and make copies of the books, records and computers at such locations for the purpose of assessing compliance with this Agreement.

Dispute Resolution. The parties shall attempt to amicably resolve any disagreement or dispute arising with respect to this Agreement. In the event that any dispute, controversy, claim or alleged breach respecting this Agreement (each a "Dispute") continues for a period greater than thirty (30) days, the Dispute shall be internally escalated by both parties.

Force Majeure. TRADING CENTRAL shall not be liable for failure to perform or delay in performing any obligation if such failure or delay is caused by circumstances beyond its reasonable control.

Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

Severability. If any of the provisions of this Agreement are held to be in violation of applicable law, void or unenforceable in any jurisdiction, then such provision shall be modified by the court or interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

Vendors and Subcontractors. Customer acknowledges and agrees that TRADING CENTRAL may provide all or part of the Services through its vendors, affiliates or subcontractors. **Services may be hosted in Canada, the United States or Europe by TRADING CENTRAL'S third party hosting providers.**

Assignment. Customer may not assign this Agreement without the written consent of TRADING CENTRAL. TRADING CENTRAL may assign this Agreement any time in its discretion.

Entire Agreement. This Agreement, including any Service Orders, which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all prior and contemporaneous proposals, agreements, or other communications between the parties relating to the same subject matter, whether written or oral. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by authorized signatories of both parties. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding Service Orders) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Notice. Notices are to be delivered by email with confirmation of receipt.

Government Regulations. Customer represents: (i) that it is not named on any U.S. Government list of persons or entities prohibited from receiving exports from the United States; and, (ii) Customer shall not, and shall not permit Users to, access or use the Services in violation of any United States export embargo, prohibition or restriction.

Last revised Apr 2022