STANDARD TERMS AND CONDITIONS FOR MARKET DATA

ARTICLE 1
INTERPRETATION

Section 1.1   Definitions and Interpretation.

(1)   In addition to words and phrases defined in the Data Agreement and the Data Fee Schedule, capitalized terms have the respective meanings set out below.

"**Business Day**" means a day that is not a Saturday, Sunday or statutory holiday in Toronto, Ontario.

"**Data**" means market data and other information that has been collected, validated, processed and recorded by the Data System, made available by or received from Tradelogiq relating to: (i) eligible securities or other financial instruments, markets, products or indices; or (ii) any element of the market data or other information used or processed in such a way that it can be identified, recalculated or re-engineered from the processed market data or information or that the processed market data or information can be used as a substitute for such market data or other information.

"**Data Agreement**" means the completed Data Agreement and Order Form document, and any attachments thereto, executed by the Data Recipient and Tradelogiq, as amended from time to time and accepted by Tradelogiq.

"**Data Fee Schedule**" means the Tradelogiq data fee schedule in effect, posted on the Website, which sets out details of fees for internal and external use and distribution of Data, for all users, including professional and non-professional users, as amended from time to time.

"**Data Recipient**" means the person or entity that has executed the Data Agreement and any person or entity that receives Data from such person or entity by way of External Uncontrolled Distribution (including through any device, machine, system, equipment, computer or application).

"**Data Recipient's System**" means one or more of Data Recipient's systems (including its technology, communication and networking systems) through which Data Recipient accesses Data and provides its services, if any.

"**Data Recipient's System Description**" means the description provided by the Data Recipient in the Data Agreement, as amended, of Data Recipient's System for receiving, transmitting and disseminating Data that is approved by Tradelogiq.

"**Data System**" means any system that Tradelogiq has developed or develops for creation, collection or dissemination of Data.

"**Fees**" means fees charged by Tradelogiq from time to time pursuant to the Data Agreement, including fees to be remitted by any Data Recipient in respect of any Subscribers and in connection with the use, distribution or redistribution of Data and, if applicable, fees charged for a direct connection with Tradelogiq.

"**Laws**" means any principle of common law and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws, (ii) requirements, specifications and written policies of Tradelogiq, (iii) judgments, orders, writs, injunctions, decisions, awards and directives of any Regulatory Authority and (iv) standards, policies, guidelines, notices and protocols of any Regulatory Authority.

"**Non-Professional User**" is an individual who is not a securities industry professional and who views or uses Data in a personal capacity for non-business investment activities, and not as a principal, officer, employee, partner, contractor or agent of a business or on behalf of any other individual or business.

"**Professional User**" is an individual, company or other corporate entity that is not a Non-Professional User.

"**Regulatory Authority**" means any government, regulatory, self-regulatory or administrative authority, agency, commission, utility or board having jurisdiction in the relevant circumstances and any person acting under the authority of any of the foregoing and any judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction in the relevant circumstances.

"**Standard Terms**" means these Standard Terms and Conditions for Tradelogiq Data.

"**Subscriber**" means a person, entity, device, machine, system, equipment, computer or application that is entitled to receive Data for Internal use from Data Recipient by way of External Controlled Distribution and has a valid agreement with such distributor of Data that contains the provisions set out in Schedule A.

"**Term**" has the meaning set out in Section 11.1 herein.

"**Tradelogiq**" means Tradelogiq Markets Inc.

"**Website**" means www.tradelogiq.com or any successor site.

(2) In these Standard Terms, unless there is something in the subject matter or context inconsistent therewith: (i) the division of the Standard Terms into Articles, Sections and other subdivisions and the insertion of headings are for convenience only and do not affect their construction or interpretation; (ii) gender includes all genders; (iii) "or" is not exclusive; (iv) "including", "includes" and "include" mean "including without limitation"; (v) "days" are to all days including, for the avoidance of doubt, Saturdays, Sundays and holidays; and (vi) unless otherwise specified, time periods within or following which any payment is to be made or notice is to be given will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

Section 1.2   Incorporation by Reference.

These Standard Terms and all information, schedules and exhibits referred to herein, are incorporated by reference into and form part of the Data Agreement.

ARTICLE 2
LICENCES AND INTELLECTUAL PROPERTY RIGHTS

Section 2.1   Access to Data System.

The Data Recipient has the right to access the Data System to receive Data from Tradelogiq, directly or indirectly, solely for the purposes described in the Data Agreement, as amended, and as approved by Tradelogiq, and not for any other purpose or purposes inconsistent with these Standard Terms.

Section 2.2   Licence Grants.

(1)   Subject to compliance by Data Recipient with its obligations herein, Tradelogiq hereby grants to Data Recipient a limited, worldwide, non-exclusive, non-transferable (except pursuant to Section 12.7) revocable licence to receive Data during the Term and to distribute and use the Data solely in accordance with Data Recipient's disclosed requirements for Data distribution and use as set out in the Data Agreement, as amended, and as approved by Tradelogiq ("**Permitted Use**").

(2)   Subject to Section 2.2(1), Permitted Use may include any of, but does not necessarily include all of, the following:

   (a)   Internal Distribution for Display and/or Non-Display Use by Data Recipient;

   (b)   External Controlled Distribution for Display and/or Non-Display Use; and/or

   (c)   External Uncontrolled Distribution, provided that the recipients of such Data from Data Recipient have executed a Data Agreement directly with Tradelogiq;

   provided that, in each case, Data Recipient (i) shall ensure that Data is clearly attributed as originating from Tradelogiq and (ii) shall not remove or alter any intellectual property ownership or identification notices found within the Data.

(3)   Tradelogiq grants to Data Recipient a limited, worldwide, non-exclusive, non-transferable (except pursuant to Section 12.7) and perpetual licence to store and access any Data, for which Data Recipient has made full payment to Tradelogiq, after termination of the Data Agreement, solely for internal business purposes and for greater certainty, not for further distribution, provided that Data Recipient (i) shall ensure that Data is clearly attributed as originating from Tradelogiq and (ii) shall not remove or alter any intellectual property ownership or identification notices found within the Data.

(4)   Tradelogiq, with the prior written approval of Data Recipient, may use the name, logos, trademarks or trade names of Data Recipient, solely for the purpose of identifying the Data Recipient as a data subscriber of Tradelogiq, provided that Tradelogiq shall not modify such marks and shall maintain any and all trade or service mark notice as applicable.

Section 2.3   Sublicense to Affiliates

If no Affiliates are identified in the Data Agreement and none receive Data, this Section 2.3 does not apply to Data Recipient.

All of the rights and licenses granted to Data Recipient under the Data Agreement also apply to Affiliate(s) of Data Recipient to the extent applicable to Data Recipient; provided that Data Recipient must have included a list of such entities in its Data Agreement, as amended from time to time, and as approved by Tradelogiq.

Section 2.4   Sublicense to Service Facilitators

If no Service Facilitators are identified in the Data Agreement and none are involved in receiving Data, this Section 2.4 does not apply to Data Recipient.

Tradelogiq hereby grants to Data Recipient a limited, worldwide, non-transferable (except pursuant to Section 12.7) non-exclusive right to sublicense to its Service Facilitator(s), the right to facilitate the processing or dissemination of Data on behalf of Data Recipient; provided that: (i) each Service Facilitator acts only as a passive conduit of the Data to facilitate transmission of Data from or on behalf of Data Recipient and does not otherwise access or otherwise use the Data; and (ii) there is a valid and enforceable agreement between Data Recipient and a Service Facilitator before Data Recipient distributes any Data to such Service Facilitator which, except where the Service Facilitator and Tradelogiq have executed a Data Agreement or other agreement acceptable to Tradelogiq, contains terms in respect of the use of Data substantially consistent with these Standard Terms and ensures that Tradelogiq is protected to substantially the same extent and has substantially the same rights as if such Service Facilitator were a party to the Data Agreement. Data Recipient shall assume all responsibility for and will hold harmless and indemnify Tradelogiq against any action or inaction by Data Recipient's Service Facilitator(s) as if such action or inaction were that of Data Recipient.

Section 2.5   Other Permitted Uses of Data.

Data Recipient may use, but internally only, the Data in connection with Data Recipient's System, without additional charge for demonstration and product development purposes. Data Recipient may also make limited use, externally, of the Data as part of Data Recipient's services solely for sales and marketing purposes (including use on a temporary basis at trade shows) and for instances where Data Recipient demonstrates its services to potential customers.

Section 2.6   Prohibited Uses

(1)   Unless otherwise expressly set out herein, Data Recipient may not (i) sell, lease, licence, furnish, publish, distribute or otherwise permit or provide access to Data other than as expressly permitted, or (ii) alter, change or otherwise modify Data in any manner that adversely affects its accuracy or integrity or that renders it misleading or incomplete.

(2)   Data Recipient shall not, by act or omission, diminish or impair in any manner the acquisition, maintenance and full enjoyment by Tradelogiq or its licensees, transferees and assignees of the proprietary rights of Tradelogiq in Data and the Data System.

Section 2.7   Non-Authorized Data and Information.

If the Data Recipient becomes aware that it has received data or information for which Data Recipient has not been authorized ("**Non-authorized Information**") or becomes aware that Tradelogiq has otherwise inadvertently transmitted Non-authorized Information to Data Recipient, Data Recipient shall notify Tradelogiq and shall not knowingly distribute or knowingly permit to be distributed such Non-authorized Information to any other person or other place; provided however, Data Recipient shall not be obligated to monitor whether or not the data or information received from Tradelogiq has been authorized. If Tradelogiq becomes aware that Data Recipient is receiving Non-authorized Information, Tradelogiq may so notify Data Recipient. If, upon becoming aware of such Non-authorized Information, the Data Recipient knowingly distributes Non-authorized Information to any other person or to any other place, or knowingly permits Non-authorized Information to be so distributed, or otherwise knowingly makes use of Non-authorized Information, Data Recipient shall be liable to Tradelogiq pursuant to the Data Agreement, including fees, charges and other amounts for Non-authorized Information as if it had been authorized.

Section 2.8   Tradelogiq Rights and Warranty

(1)   Data Recipient acknowledges and agrees that any and all materials, specifications, or other information directly or indirectly provided under or received in connection with the Data Agreement constitutes valuable proprietary information and rights of Tradelogiq. Data Recipient expressly acknowledges that, subject to the terms hereof, as between Tradelogiq and Data Recipient, Tradelogiq (i) has exclusive proprietary rights in and to the Data System and the Data (including all intellectual property rights therein) and (ii) is and shall remain the sole and exclusive holder of such rights.

(2)   Tradelogiq represents and warrants that it has the right to grant the rights granted herein to Data Recipient; however, nothing in the Data Agreement constitutes an undertaking by Tradelogiq to continue to: (i) provide Data, the Data System, or any aspect of either, in the present form or configuration or under the current Data specifications; or (ii) use existing communications network and technology infrastructure. Tradelogiq, in its sole discretion, may make modifications, additions and/or deletions to: (i) the Data or the Data System; or (ii) Tradelogiq's communication network or technology infrastructure. Tradelogiq will provide Data Recipient with at least sixty (60) days' advance notice (in accordance with Section 12.1 and by way of posting on the Website) of any material modification, addition or deletion, except to the extent a shorter period of time is required due to any situation that necessitates modifications, additions or deletions on an accelerated basis or otherwise precludes such advance notice or as required pursuant to Laws or an order of a court, arbitrator or regulatory agency. If any such modification, addition or deletion is not acceptable to Data Recipient, Data Recipient may terminate the Data Agreement in accordance with Section 11.2(b) herein. Data Recipient shall be solely responsible for making any modifications to Data Recipient's services or Data Recipient's System resulting from any modifications, additions and/or deletions made by Tradelogiq as contemplated in this Section.

ARTICLE 3
DATA RECIPIENT'S OBLIGATIONS

Section 3.1   Data Recipient's Representations.

At all times during the Term, Data Recipient represents and warrants that: (i) it has full power and authority to meet its obligations under the Data Agreement; and (ii) it conducts and will conduct its operations in compliance with applicable Laws in all material respects.

Section 3.2   Data Recipient Information.

(1)   Data Recipient represents and warrants that, during the Term, all information (including the detailed Data Recipient's System Description for receiving, transmitting and disseminating Data, as described in the Data Agreement and the data processing equipment, software and communications facilities related thereto) provided by Data Recipient to Tradelogiq is and will remain true, correct, accurate and complete at all times during the Term. Data Recipient shall promptly notify Tradelogiq and update any information in its Data Agreement (including updates to its list of Affiliates and/or Service Facilitators upon a change of control or otherwise) within thirty (30) days of such information being or becoming untrue, false, inaccurate, incomplete or otherwise misleading. <u>If Data Recipient intends to make any material change to its use, service and/or systems for use and/or distribution of the Data, Data Recipient may only do so with Tradelogiq's prior written approval of the revised Data Recipient's System Description and subject to payment of applicable fees.</u>

(2)   Tradelogiq reserves the right to terminate Data Recipient's access based on such updated information if such access would reasonably be rejected based on such updated information.

Section 3.3   Security.

Data Recipient shall take all commercially reasonable security precautions to prevent unauthorized individuals or entities from gaining access or disclosure to the Data through either Data Recipient's services or Data Recipient's System, as applicable. Data Recipient has implemented and will maintain commercially reasonable, industry-standard technical and organizational safeguards and requirements (including with respect to personnel, facilities, hardware and software, storage and networks, access controls, monitoring and logging, vulnerability and breach detection, incident response and any organization and technical measures necessary to protect against unauthorized access, use or disclosure of Data) in order to prevent Data from being improperly used or accessed other than as expressly permitted herein. Data Recipient shall notify Tradelogiq promptly upon any breach in its security procedures related to Data of which it becomes aware and will use commercially reasonable efforts to cooperate with and assist Tradelogiq to mitigate the adverse effects of such breach to Tradelogiq, its customers or its Data System.

Section 3.4   Subscribers of Data Recipient.

(1)   Data Recipient represents, warrants and covenants that it: (i) has or will have in place before any External Controlled Distribution to any Subscriber a valid agreement with such Subscriber that contains provisions substantially similar to those set out in set out in Schedule A (or similar provisions consistent with industry standards); (ii) will not engage in any External Uncontrolled Distribution without confirmation from Tradelogiq that the recipient of Data from Data Recipient has a valid agreement with Tradelogiq; (iii) will pay to Tradelogiq fees related to the provision by it of Data to Subscribers and applicable taxes payable by Data Recipient to Tradelogiq, whether or not Data Recipient actually collects any amounts owing to it by its Subscribers; and (iv) shall only furnish, or cause or permit to be furnished, all or any part of Data to those recipients and in the manner of distribution as disclosed in its Data Agreement (including Affiliates, Service Facilitators, etc.) for the uses as specified in the Data Agreement. The fees payable by Data Recipient to Tradelogiq in respect of Data Recipient's Subscribers are the same amounts as would be payable by a Subscriber to Tradelogiq if it were a Data Recipient itself (irrespective of what amounts Data Recipient may itself charge its Subscribers).

(2)   Data Recipient will, upon the request of Tradelogiq, assist Tradelogiq in entering into an agreement with any person or entity who is to receive Data by way of External Uncontrolled Distribution from Data Recipient to govern its use of Data including by providing to Tradelogiq the contact details of appropriate persons representing such recipient.

(3)   Data Recipient, upon becoming aware of a material breach by a Subscriber of its agreement with Data Recipient or the unauthorized use (including distribution, modification, transfer, etc.) of Data by any Subscriber, will promptly notify Tradelogiq of such breach or unauthorized use (including providing known details of such breach) and will, upon the request of Tradelogiq, promptly terminate such Subscriber's access to Data and use commercially reasonable efforts to enforce its rights against such Subscriber and to protect the rights of Tradelogiq.

(4)   In the event of a dispute between Tradelogiq and a Subscriber in connection with the use of Data, Data Recipient shall provide to Tradelogiq a copy of the relevant agreement between the Data Recipient and such Subscriber.

(5)   In addition to any other rights of Tradelogiq, Tradelogiq retains the right to direct Data Recipient to terminate any External Controlled Distribution or External Uncontrolled Distribution for any reason, in which event Tradelogiq shall notify Data Recipient and Data Recipient shall cease retransmitting Data as soon as commercially practicable.

Section 3.5   No Endorsement.

None of Data Recipient or any of its directors, officers, employees, agents or other representatives shall represent, or shall cause or permit any other person to represent, either directly or indirectly, that Data Recipient or all or any part of the Data Recipient's services or any equipment utilized by Data Recipient is sponsored or endorsed by Tradelogiq or any of its Affiliates.

ARTICLE 4
FEES

Section 4.1   Payment a Condition to Access.

Data Recipient acknowledges that payment by Data Recipient of all fees and other amounts in the applicable currency is a condition precedent for continued receipt of Data by Data Recipient.

Section 4.2   Fees.

Data Recipient shall make timely payment of all applicable Fees (as set forth in the Data Fee Schedule and including any fees owing by it to Tradelogiq in respect of Data Recipient's Subscribers) and all applicable taxes as well as any and all other amounts payable in connection with the Data Agreement. Subject to all applicable Laws and regulatory approvals, Tradelogiq reserves the right to change the Fees on thirty (30) days' advance notice to Data Recipient (which notice shall be provided in accordance with Section 12.1 and by way of posting on the Website).

Section 4.3   Costs of Connection.

Data Recipient is solely responsible for any and all telecommunications costs and all other expenses incurred by it in connecting to and maintaining its connection to Tradelogiq.

Section 4.4   Payment; Failure to Pay.

(1)   Fees are payable within thirty (30) days following the invoice date. Data Recipient will pay all Fees and other amounts due without regard to any right of setoff or counterclaim. Tradelogiq may charge, and Data Recipient shall then be liable to pay to Tradelogiq, interest at the rate of 8% per annum, compounded monthly, on all past due fees and other amounts that are not the subject of a legitimate and *bona fide* dispute. Failure to make full payment of outstanding undisputed Fees or other amounts within fifteen (15) days of Tradelogiq's written notice that payment is past due may result in suspension or termination of distribution of Data to Data Recipient without further notice. If all outstanding Fees and other amounts have not been paid in full within such fifteen (15) day notice period, Tradelogiq may, without prejudice to other remedies available to it, terminate the Data Agreement without liability or obligation to Data Recipient.

(2)   In the event that usage declaration reports to be provided by Data Recipient pursuant to the Data Agreement are not submitted on or prior to their respective due dates, Tradelogiq shall utilize information provided in the most current report by Data Recipient in respect of the invoices to be prepared for such Data Recipient. Where Data Recipient fails to provide a current usage declaration report for two consecutive months or more, Tradelogiq may, at its discretion, suspend the distribution of Data to Data Recipient until current usage information is provided to Tradelogiq by Data Recipient.

(3)   If Data Recipient is required by applicable law to deduct or withhold any tax, charge, fees, or other amounts due to Tradelogiq, the Fees and any other applicable amounts payable to Tradelogiq by Data Recipient shall be increased so that the net amount received by Tradelogiq after such required withholding or deduction is equal to 100% of the Fees or other applicable amounts owed to Tradelogiq.

ARTICLE 5
RECORD RETENTION AND REPORTING

Section 5.1   Maintenance of Records and Reporting.

(1)   Data Recipient will provide monthly written reports in a format specified by Tradelogiq on its distribution of Data to and use of Data by Subscribers and Service Facilitators, as applicable, within fifteen (15) days after the end of each month.

(2)   Data Recipient shall maintain complete and accurate records for a minimum period of three (3) years or as required under applicable regulatory requirements, whichever is longer, in connection with the receipt and usage of Data and such other information relating to Data Recipient's System, Subscribers, Service Facilitators and Data Recipient's services, as applicable.

Section 5.2   Corrections to Reports.

Data Recipient shall have a thirty (30) day grace period (beginning on the due date of the original report) within which to revise or correct its usage reporting in order to obtain retroactive credits. Tradelogiq will not provide Data Recipient with back credits for original or revised reporting received after the end of the grace period. Revised reporting could include, but is not limited to, reclassification of Data used or distributed, reporting of usage under alternative pricing structures and correction of errors by Data Recipient. This section does not limit Data Recipient's obligations to Tradelogiq for under-reporting or otherwise.

ARTICLE 6
AUDIT RIGHTS

Section 6.1   Audit Rights of Tradelogiq.

Upon not less than sixty (60) days' advance written notice (which notice shall include the scope of such review), from time to time during the Term (but no more frequently than once in any twelve (12) month period), Tradelogiq may cause to be reviewed, by its employees and/or an agent chosen by Tradelogiq, the books and records of Data Recipient, including, as applicable: (i) Data Recipient's records relating to Data; (ii) Data Recipient's reports and payments relating to Data; and (iii) Data Recipient's System and Data Recipient's services to its Subscribers and/or services provided by Service Facilitators to verify compliance by Data Recipient with the terms of the Data Agreement; provided that any such review shall be subject to the terms of Article 7 hereof. Any such audit will be conducted at mutually agreed upon times and will be subject to Data Recipient's reasonable standard security procedures.

Section 6.2   Costs of Report or Audit.

(1)   In the event that an audit reveals any underpayment, Tradelogiq shall issue an invoice to the Data Recipient for such underpayment and Data Recipient shall make such payment, including any applicable interest to Tradelogiq in accordance with Section 4.4.

(2)   In the event that an audit reveals any overpayment, Tradelogiq shall provide a credit for such overpayment on the next invoice(s) issued to the Data Recipient.

(3)   The costs of any investigation, examination or audit shall be borne by Tradelogiq unless such investigation, examination or audit reveals an underpayment in any period by Data Recipient of 10% or more of the Fees Data Recipient is liable for based on its usage in such period (including any distribution) of Data or a material breach of the rights or licences granted to Data Recipient hereunder, in which case, Data Recipient shall promptly reimburse Tradelogiq for the cost of the audit and all its reasonable out of pocket costs and expenses directly related to conducting such investigation, examination or audit.

ARTICLE 7
CONFIDENTIAL INFORMATION

Section 7.1   Confidentiality Obligation.

Each party (the "**Receiving Party**") acknowledges that in the course of its dealings and the performance of the Data Agreement it may obtain confidential information, data or techniques (including know-how, data, patents, copyrights, trade secrets, processes, techniques, programs, designs, formulae, marketing, advertising, financial, commercial, sales or programming materials, equipment configurations, system access codes and passwords, written materials, feed specifications, compositions, drawings, diagrams, computer programs, studies, works in progress, visual demonstrations, ideas, concepts, and other data, whether in written, oral, graphic, electronic or any other form or medium whatsoever) ("**Confidential Information**") from the other party (the "**Disclosing Party**"). A Receiving Party shall take all precautions reasonably necessary to safeguard the confidentiality of the Confidential Information of the Disclosing Party.

Section 7.2   Permitted Disclosure.

(1)   A Receiving Party will not disclose, in whole or in part, the Confidential Information of the Disclosing Party to any person, other than to those who have a need to know to perform its obligations herein and who have been informed of the confidential nature of such Confidential Information.

(2)   Notwithstanding Section 7.2(1), a Receiving Party will have no confidentiality or non-disclosure obligation with respect to any portion of the Confidential Information of the Disclosing Party that: (i) the Receiving Party independently developed without reference to the Disclosing Party's Confidential Information; (ii) the Receiving Party lawfully obtained from a third party under no obligation of confidentiality; (iii) is or becomes available to the public other than as a result of an act or omission of any person bound by an obligation not to disclose such information; (iv) the Receiving Party is requested or is required to disclose by law, regulation, legal process or direction, request or order of a court of competent jurisdiction or Regulatory Authority; (v) is in connection with a legal dispute between the parties or in furtherance of the exercise of a party's rights under the Data Agreement; or (vi) is reasonably required to be disclosed in connection with any permitted assignment of the Data Agreement. If a Receiving Party is requested or required to disclose any Confidential Information of the Disclosing Party pursuant to clause (iv), the Receiving Party shall, to the extent permitted by Laws, provide the Disclosing Party with prompt written notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions hereof.

Section 7.3   Unauthorized Use or Disclosure.

If any unauthorized use, disclosure or dissemination occurs, the Receiving Party will promptly notify the Disclosing Party and use commercially reasonable efforts to take such steps as are reasonably necessary to prevent any continuing or subsequent unauthorized use, disclosure or dissemination of such Confidential Information.

Section 7.4   Personal Data Transfers.

Any personal data that Tradelogiq requires from Data Recipient under the Data Agreement will be protected in compliance with all applicable laws in relation to the processing of the personal data, including those relating to the protection of personal data of UK and EEA citizens under the European Union's General Data Protection Regulation.

ARTICLE 8
INDEMNIFICATION

Section 8.1 Indemnification by Data Recipient

(1) In addition to Data Recipient's obligations set out in Section 2.4, Section 2.7 and Section 12.3, Data Recipient and its Affiliates shall jointly and severally indemnify, defend and hold harmless Tradelogiq, its Affiliates, and their respective shareholders, directors, officers, employees, agents and other representatives (the "**Tradelogiq Indemnified Parties**") from and against all liabilities, obligations, losses, damages, penalties, claims, demands, proceedings, suits, actions, settlements, judgments, costs and expenses of whatever nature (including reasonable legal and other professional fees and expenses, and reasonable investigative and administrative costs and expenses) (collectively, "**Claims and Losses**"), which for greater certainty include the costs and expenses of the Tradelogiq Indemnified Parties relating to the detection of any material non-compliance by Data Recipient, suffered or incurred or compelling participation by any of the Tradelogiq Indemnified Parties arising from or related to:

(a) any material non-compliance by Data Recipient, its Affiliates or Service Facilitators with the terms and conditions of the Data Agreement;

(b) any non-compliance by a Subscriber with the terms and conditions of any agreement between the Data Recipient and such Subscriber;

(c) any assertion of Claims and Losses against the Tradelogiq Indemnified Parties made by any person who receives the Data, including historical Data, from Data Recipient (but excluding (i) Non-authorized Information, provided that Data Recipient has complied with its obligations in Section 2.7, or (ii) Subscriber's own private order and trade data) or any person relying upon the Data received by such person, in each case, who is not permitted or qualified to receive Data under the Data Agreement; or

(d) any assertion by a third party that any of Data Recipient's services infringes any patent, trade mark, service mark, trade secret or copyright or violates any other intellectual property right;

in each case, except and to the extent that such Claims and Losses arise from the fraud, gross negligence or wilful misconduct of Tradelogiq.

Section 8.2 Indemnification by Tradelogiq.

Subject to Article 10, Tradelogiq shall indemnify and hold harmless Data Recipient, its Affiliates and their respective directors, officers, employees, agents and other representatives (the "**Data Recipient Indemnified Parties**") from any and all Claims and Losses imposed on, incurred by or asserted against Data Recipient Indemnified Parties as a result of any assertion by any person that the Data infringes or misappropriates any copyright, patent, trademark or trade secret or copyright or other intellectual property right of a third party.

ARTICLE 9
INDEMNIFICATION PROCEDURE

Section 9.1 Notice.

Upon becoming aware of any claim which is eligible for indemnification under these Standard Terms (each a "**Indemnification Claim**"), a person entitled to and seeking indemnification pursuant to the terms herein (the "**Indemnified Party**") must promptly provide written notice with reasonable details (including basis for such claim, amount claimed, etc.) to the party or parties, as applicable, responsible for

indemnifying the Indemnified Party (the "**Indemnifying Party**"), provided that failure or delay in providing such notice does not adversely affect an Indemnification Claim except if and to the extent such failure or delay results in actual prejudice to the Indemnifying Party.

Section 9.2   Procedure for Indemnification.

(1)   The Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such third party claim. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, and shall have the right to participate in the negotiation, settlement or defence of such third party claim at its own expense. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such third party claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such third party claim.

(2)   If the Data Recipient Indemnified Parties become subject to a claim as set forth in Section 8.2 above, Tradelogiq, without limiting its obligations set forth in this Article 9, may, at its own cost and expense:

(a)   procure for the applicable Data Recipient Indemnified Parties, the right to continue to use the infringing Data, or

(b)   modify the Data to eliminate the infringement.

If neither of (a) or (b) can be accomplished by Tradelogiq with commercially reasonable efforts, and only in such event, then upon at least thirty (30) days' prior written notice to Data Recipient, Tradelogiq may terminate the Data Agreement and provide Data Recipient a refund for any prepaid fees for the period after termination, without any further liability to the Data Recipient Indemnified Parties. Such refund for any prepaid fees for the period after termination will be the sole and exclusive remedy for a termination under this Section 9.2(2).

Section 9.3   General Indemnification Rules.

(1)   The obligations of the parties in respect of indemnification shall include the following:

(a)   neither party shall negotiate, settle or compromise any non-monetary element of any third party claim except with the prior written consent of the other party (which consent shall not be unreasonably withheld);

(b)   the obligations of an Indemnifying Party to indemnify an Indemnified Party in respect of Indemnification Claims are subject to the Indemnified Party not permitting any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such third party claim;

(c)   the Indemnified Party and the Indemnifying Party shall cooperate with each other with respect to third party claims and shall keep each other advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available); and

(d)   the Indemnifying Party shall not settle any third party claim or conduct any related legal or administrative proceeding in a manner which would, in the reasonable opinion of the Indemnified Party, have a material adverse impact on the Indemnified Party.

ARTICLE 10
DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

Section 10.1   Disclaimers

(1)   EXCEPT AS PROVIDED IN SECTION 8.2, DATA RECIPIENT EXPRESSLY ACKNOWLEDGES THAT THE DATA AND ANY AND ALL INFORMATION AND MATERIALS RELATED TO THE DATA, INCLUDING THE DATA SYSTEM, ARE PROVIDED "**AS-IS**", WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AND OF ANY OTHER WARRANTY OR OBLIGATION WITH RESPECT TO THE DATA OR THE DATA SYSTEM OR ANY SOFTWARE OR OTHER MATERIALS MADE AVAILABLE TO DATA RECIPIENT, AND ALL OTHER SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THERE IS NO GUARANTEE THAT THE DATA OR THE DATA SYSTEM WILL MEET DATA RECIPIENT'S REQUIREMENTS, BE COMPLETE, ACCURATE, SEQUENTIAL, ERROR-FREE OR OPERATE WITHOUT DELAY OR INTERRUPTION. TRADELOGIQ GIVES NO WARRANTIES OF ANY KIND AS TO THE FITNESS, CAPACITY OR CONDUCT OF ANY OTHER PERSON HAVING ACCESS TO THE DATA OR THE DATA SYSTEM.

(2)   OTHER THAN AS A RESULT OF THE FRAUD, GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF TRADELOGIQ, NONE OF TRADELOGIQ OR ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY LOSS OR CLAIM, INCLUDING LOST PROFITS, LOSS OF OPPORTUNITY, LOSS OF USE, TRADING LOSSES, OTHER COSTS OR LOSS OF SAVINGS, NOR FOR ANY DAMAGES SUFFERED, OR COST OR EXPENSE INCURRED BY DATA RECIPIENT, A SUBSCRIBER, OR ANY OTHER PERSON, OF ANY NATURE OR FROM ANY CAUSE WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL, ARISING OUT OF THIS AGREEMENT, INCLUDING THE FURNISHING, PERFORMANCE, MAINTENANCE OR USE OF THE DATA, THE DATA SYSTEM, EQUIPMENT, COMMUNICATION LINES, SOFTWARE, DATABASES, MANUALS OR ANY OTHER MATERIAL FURNISHED BY OR ON BEHALF OF TRADELOGIQ, OR CAUSED BY OR BASED UPON ANY UNAVAILABILITY, INTERRUPTION, DELAY, INCOMPLETENESS OR INACCURACY OF THE DATA, NOTWITHSTANDING THAT ANY SUCH PERSON MAY HAVE BEEN ADVISED OF THE POSSIBILITY THAT DAMAGES MAY OR WILL ARISE IN ANY GIVEN SITUATION.

(3)   OTHER THAN AS A RESULT OF THE FRAUD, GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF TRADELOGIQ, TRADELOGIQ'S AGGREGATE LIABILITY ARISING FROM OR RELATED TO THE DATA AGREEMENT AND ITS OBLIGATIONS HEREUNDER SHALL NOT EXCEED, AT DATA RECIPIENT'S OPTION, A CREDIT OR A PAYMENT IN AN AMOUNT EQUAL TO THE LESSER OF: (I) ACTUAL DAMAGES SUFFERED BY DATA RECIPIENT AS A DIRECT RESULT OF TRADELOGIQ'S ACT OR OMISSION; AND (II) THE FEES PAID BY THE DATA RECIPIENT UNDER THE DATA AGREEMENT DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT THE CAUSE OF ACTION FIRST AROSE.

ARTICLE 11
TERM AND TERMINATION

Section 11.1   Term.

The Data Agreement shall take effect on the earlier of (i) the date of its execution by both parties, and (ii) the date Data is first provided to Data Recipient, and shall continue in effect until terminated in accordance with the terms herein (the "**Term**").

Section 11.2   Termination.

The Data Agreement may be terminated:

(a)   by Tradelogiq upon at least ninety (90) days' advance written notice to Data Recipient, with termination to be effective at the end of a calendar month;

(b)   by Data Recipient upon at least sixty (60) days' advance written notice to Tradelogiq except following an amendment made under Section 12.10, in which case such notice period is reduced to thirty (30) days;

(c)   in the event of a material breach of the Data Agreement, by the party not in breach upon thirty (30) days' advance written notice or such shorter period as expressly set out herein, including pursuant to Section 4.4 to the breaching party unless, if the breach is capable of being cured, the breach is cured within the notice period;

(d)   by either party immediately upon written notice to the other party, in the event that either party becomes insolvent, makes an assignment for the benefit of creditors, admits its inability to or is not able to pay its debts as they become due, files or has filed against it any petition under any provision of applicable bankruptcy laws, or an application for the appointment of a receiver, trustee or custodian of the assets or the business of either party is made, or any action or proceeding is taken or proposed to be taken to liquidate, wind-up or dissolve either party;

(e)   by Tradelogiq immediately (i) upon written notice to Data Recipient, if for legal or regulatory reasons Data Recipient is not permitted or not able to receive, or Tradelogiq is materially prevented or prohibited from disseminating, Data or any part thereof; (ii) upon a breach of Section 3.2(1) or upon receipt of updated information pursuant to Section 3.2(1) from Data Recipient that would reasonably be expected to result in the rejection of Data Recipient's access by Tradelogiq based on such updated information; or (iv) if Tradelogiq, acting reasonably, determines that any failure on the part of Data Recipient to comply with the Data Agreement has or is likely to have an adverse impact on the operation, integrity, security or performance of the Data System, Data or the operations of Tradelogiq or likely to cause disproportionate harm to Tradelogiq's interests should termination be delayed.

Section 11.3   Survival.

Article 1, the last sentence of Section 2.4, Section 2.7, Section 2.8, Section 3.5, Section 4.2, Section 4.3, Section 4.4, Section 5.1(2), Article 6, Article 7, Article 8, Article 9, Article 10, this Section 11.3 and Article 12 of these Standard Terms shall survive the termination of the Data Agreement.

ARTICLE 12
MISCELLANEOUS

Section 12.1   Notices.

(1)   Excluding notices of general application that Tradelogiq may distribute by email distribution and post on the Website, all notices and other communications required or permitted to be given under the Data Agreement shall be in writing and shall be delivered to the addressee: (i) in person; (ii) by registered or certified mail; (iii) by courier service; or (iv) by confirmed electronic form (including email) that is accessible by the addressee so as to be usable for subsequent reference and capable of being retained by the addressee. Any notice or communication to Data Recipient (and any of its Affiliates) shall be sent to its last known address shown in Tradelogiq's records. Data Recipient shall be responsible for providing and maintaining an electronic email address for receipt of notice by email notifications.

(2)   Any notice or communication to Tradelogiq shall be sent to: Tradelogiq Markets Inc., 25 York Street, Suite 612, Toronto, ON M5J 2V5, Phone: (416) 646-2428, Email: marketdata@tradelogiq.com.

(3)   A notice or communication required or permitted to be given under the Data Agreement shall be effective: at the time the delivery is made if the notice or communication is delivered personally or by courier service; (ii) seven days after the day the notice or communication is deposited in the mail if the notice or communication is sent by registered or certified mail; or (iii) upon receipt by a party from its internet service provider or computer server indicating that the electronic communication was received. Despite the foregoing, if any such effective day is not a Business Day in the place of receipt, the notice or communication is not effective until the next Business Day. If a receiving party cannot see or print all or any portion of any notice or communication, it is the receiving party's obligation to contact the sending party. Tradelogiq or Data Recipient may, from time to time, change its contact information by notice to the other given in accordance with the provisions of this section. Tradelogiq and Data Recipient consent to delivery and receipt by electronic means of all notices and other communications required or permitted to be given under the Data Agreement for purposes of administering the Data Agreement.

Section 12.2   Dispute Resolution.

(1)   At the election of Tradelogiq, the parties shall utilize arbitration to resolve any dispute arising from the Data Agreement (a "**Dispute**"), in accordance with provisions below:

(a)   a party commences arbitration of a Dispute by delivering to the other party a written notice of arbitration (the "**Arbitration Notice**") that will contain a concise description of the matters submitted for arbitration, including the facts supporting the party's position, the points at issue and the relief sought;

(b)   the arbitration will be conducted in accordance with this Section 12.2 and the Arbitration Act, 1991 (Ontario);

(c)   the arbitration tribunal will consist of a single arbitrator who will be appointed by mutual agreement of the parties or, if they do not agree within 10 business days following the delivery of the Arbitration Notice, by the ADR Institute of Canada Inc., acting solely as an appointing authority;

(d)   the parties agree that time is of the essence in the conduct of the arbitration proceedings and the parties and the arbitration tribunal will conduct the arbitration in an expeditious and speedy manner, unless the subject matter of the Dispute requires otherwise;

(e)   the arbitration will take place in Toronto, Ontario and the language of the arbitration shall be English;

(f)   the award will deal with the question of costs of arbitration, which may include the arbitrators' fees and expenses, the provision of a reporter and transcripts, reasonable legal fees and reasonable costs of preparations, as appropriate and unless the parties otherwise agree in writing, the arbitration tribunal shall make its orders on both arbitration and legal costs on the general principle that costs should reflect the parties' relative success and failure in the award or arbitration except where it appears to the arbitration tribunal that this approach is inappropriate; the arbitration tribunal may also award the payment of interest on any award amount at a rate determined in the sole discretion of the arbitration tribunal;

(g)   the arbitration award will be final and binding and will not be subject to appeal, whether on a question of law, of fact or of mixed law and fact;

(h)   this arbitration provision will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein; and

(i)   the parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submissions and any awards) will not be disclosed beyond the arbitrator or arbitration tribunal, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may lawfully be required in judicial proceedings relating to the arbitration or otherwise or as may be required by law.

Section 12.3   Affiliates

If no Affiliates are identified in the Data Agreement and none receive Data, the following section does not apply to Data Recipient.

Where Data Recipient has identified entities as its "Affiliates" as set out in Part I of the Data Agreement, Data Recipient will cause its Affiliates to comply with the terms and conditions set out herein and will be responsible for all acts and omissions of its Affiliates and their respective personnel in their use of Data under the Data Agreement (including any non-compliance with the terms and conditions herein). Data Recipient shall assume all responsibility for and will hold harmless and indemnify Tradelogiq against any action or inaction by an Affiliate as if such action or inaction were that of Data Recipient, and, where Data Recipient is liable for actions and/or inactions of an Affiliate, Data Recipient and its Affiliate(s) shall be jointly and severally liable therefor and Data Recipient shall act as agent of its Affiliates for such purposes.

Section 12.4   Remedies

Each party acknowledges that breach of the terms of the Data Agreement may cause irreparable damage to the non-breaching party, inadequately compensable in damages. The non-breaching party may, in addition to any other remedy, seek to enforce the performance of the Data Agreement by way of injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damages (and without the requirement of posting a bond or other security).

Section 12.5   Waivers and Severability.

A waiver of any provision of the Data Agreement by either party will not be effective unless in writing and signed by the waiving party and then such waiver shall be limited to the circumstances set forth in such written waiver. No failure or delay of a party in exercising any right, power or remedy shall operate as a

waiver nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Each provision of the Data Agreement is intended to be severable. If any provision of the Data Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, such provision of the Data Agreement shall be severed and the illegality, invalidity or unenforceability of that provision will not affect: (i) the legality, validity or enforceability of the remaining provisions of the Data Agreement; or (ii) the legality, validity or enforceability of that provision in any other jurisdiction.

Section 12.6   Force Majeure.

Neither party will be liable for delay or failure to perform its obligations (other than payment obligations) under the Data Agreement caused by an event that is beyond the party's control including, without limitation, acts of civil or military authorities, strikes, lockouts, embargoes, insurrections, acts of nature, acts or orders of government, war, terrorist acts, "hacking" or cyber terrorism, or a change in applicable Laws, rules, policies, regulations or regulatory or self-regulatory requirements or the interpretation or enforcement thereof.

Section 12.7   Assignment.

The Data Agreement shall be binding upon and enures to the benefit of the parties and their respective successors and permitted assigns. Data Recipient may not assign (including by operation of law or amalgamation) the Data Agreement, or any of its rights hereunder, without the prior written consent of Tradelogiq (which consent shall not be unreasonably withheld). Data Recipient shall provide thirty (30) days' written notice to Tradelogiq prior to the effective date of any change of effective or legal control of Data Recipient. Tradelogiq may assign its rights and/or obligations under the Data Agreement upon thirty (30) days' advance written notice to Data Recipient.

Section 12.8   Persons Bound; Third Party Beneficiaries.

The Data Agreement is binding upon and enures to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise expressly provided in the Data Agreement, nothing in the Data Agreement is intended to confer upon any person other than the parties hereto any rights, obligations or remedies hereunder. Data Recipient acknowledges to each Tradelogiq Indemnified Party in respect of its/his/her direct rights against Data Recipient under Article 8 of these Standard Terms and Tradelogiq acknowledges to each Data Recipient Indemnified Party in respect of the its/his/her direct rights against it thereunder. To the extent required by Laws to give full effect to these direct rights, Data Recipient and Tradelogiq agree and acknowledge that they are acting as agent of their respective Indemnified Parties.

Section 12.9   Governing Law and No Jury Trial.

The Data Agreement and all other documents contemplated by or delivered in connection therewith, shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without regard to conflicts of law principles that would impose the laws of another jurisdiction). The parties unconditionally attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario. To the extent not prohibited by applicable Laws, each party hereby irrevocably waives, and covenants that it will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any forum in respect of any issue, claim, demand, action or cause of action arising in whole or in part under, related to, based on or in connection with the Data Agreement or the subject matter hereof, whether now existing or hereafter arising and whether sounding in tort or contract or otherwise. Any party hereto may file an original counterpart or a copy of this Section 12.9 with any court as written evidence of the consent of each such party to the waiver of its right to trial by jury.

Section 12.10   Amendments and Further Assurances.

(1)   Except as otherwise provided in the Data Agreement, Tradelogiq may amend any term or condition not subject to a specified notice period on thirty (30) days' advance written notice to Data Recipient (which notice may be provided by way of a general email notice and posting to the Website). If any such amendment is not acceptable to Data Recipient, Data Recipient may terminate the Data Agreement in accordance with Section 11.2(b). Any use of the Data or access or use of the Data System by Data Recipient after the expiration of the notice period shall be deemed acceptance by Data Recipient of the amendment. Data Recipient may not alter any provision of the Data Agreement, and no modification to the Data Agreement proposed by Data Recipient will be effective or binding on Tradelogiq, unless in writing and signed by an authorized representative of Tradelogiq. **Tradelogiq, as a regulated marketplace pursuant to securities laws and regulations, may not offer terms that are unreasonably discriminatory between data recipients**.

(2)   The parties agree to co-operate with and assist each other and take such action including execution of such documents as may be reasonably requested by the other party to implement and carry into effect the Data Agreement to its full extent.

Section 12.11   Time is of Essence

Time is of the essence hereof.

Section 12.12   Relationship of Parties.

Nothing in the Data Agreement, express or implied, is intended to or shall constitute the parties hereto partners or joint venturers or appoint one party the agent of the other party.

Section 12.13   Entire Agreement.

The Data Agreement, together with schedules and exhibits thereto, including these Standard Terms and the Data Fee Schedule, constitute the entire agreement between Tradelogiq and Data Recipient with respect to the subject matter hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof. The terms of the Data Agreement supersede all prior agreements and understandings, including relating to any terms in respect of the licensing, receipt and use of Data (including payment, limitation of liability and dispute resolution in respect thereof) in the subscriber agreement between Data Recipient and Tradelogiq, if any. For greater certainty, the use by a Data Recipient or any Subscriber of its own private order and trade data remains governed by the separate trading subscriber agreement between such entity and Tradelogiq.

Section 12.14   Language.

The parties confirm that it is their wish that this Data Agreement be written in the English language only. Les parties confirment leur volonté que la présente convention de données soit rédigée en anglais seulement. For any Data Recipient in Québec, this Data Agreement is deemed to be made and entered into in Ontario when executed by Tradelogiq.

Section 12.15   Counterparts, Etc.

The Data Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument and may be delivered by email transmission of a Portable Document Format (PDF) file.

Section 12.16   Electronic Signatures.

The parties acknowledge and agree that the Data Agreement and any subsequent renewal or amendment thereof requiring signatures may be executed by an electronic signature, which shall have the same legal force and effect as a handwritten signature.

STANDARD TERMS AND CONDITIONS FOR MARKET DATA
Schedule A

Data Recipient's Subscriber Agreement – Minimum Terms

Not applicable so long as there is no external distribution

Data Recipient agrees that the terms set out in its and its Affiliates', as applicable, agreements with their respective Subscribers will contain provisions that are substantially similar to the following provisions in the Standard Terms for the benefit of Tradelogiq:

- Section 2.2 (License Grants)
  - Subscriber will be restricted to use of Data consistent with the license granted to Data Recipient.
- Section 2.6 (Prohibited Uses)
  - Subscriber will be prohibited from engaging in any of the prohibited uses of Data, consistent with the restrictions on Data use applicable to Data Recipient.
- Section 2.8 (Rights of Tradelogiq)
  - Subscriber will be required to acknowledge the rights of Tradelogiq to Data and its Data Systems.
- Section 3.4 (Subscriber of Data Recipient)
  - Data Recipient shall require its and its Affiliates' Subscribers to provide Data Recipient with the rights necessary to permit Tradelogiq to exercise its rights set out in Section 4.4.
- Section 3.5 (No Endorsement)
  - Data Recipient shall require its Subscribers to comply with similar obligations.
- Article 5 (Record Retention and Reporting)
  - Subscriber will be required to provide information or access to Data Recipient to permit Tradelogiq to exercise its rights as set out in Article 6.
- Article 6 (Audit Rights)
  - Subscriber will be required to provide information or access to Data Recipient to permit Tradelogiq to exercise its rights as set out in Article 6.
- Article 7 (Confidentiality)
  - Subscriber will be required to protect and keep confidential the confidential information of Tradelogiq consistent with the obligations as set out in Article 7.
- Article 8 (Indemnification)
  - Subscriber will include Tradelogiq as an indemnified party in connection with its use of Data.
- Article 10 (Disclaimer of Warranty and Limitation of Liability)
  - Subscriber will be required to agree and acknowledge the disclaimers of warranties of Tradelogiq and the limitations of liability applicable to Tradelogiq.