

**WHEREAS**, OTC Markets Group Inc., a Delaware corporation, (“OTC Markets Group”) is a provider of pricing and financial information for the OTC securities markets; and

**WHEREAS**, OTC Markets Group owns and operates the web portal www.OTCIQ.com, through which it provides access to certain services (each a “Service”) at no charge to the Company, and through which the Company may elect to access additional paid Services, such as the OTC Disclosure and News Service, Level 2 Quote Display Service or the Blue Sky Monitoring Service; and

**WHEREAS**, the Company is an OTC Issuer and desires to use OTCIQ and receive the Information to the extent requested, and for the limited purposes set forth, herein.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained herein, the parties, intending to be legally bound, hereby agree as follows:

## Article 1 – DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings defined below, unless otherwise defined herein (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

“**Agreement**” shall mean the OTCIQ Agreement and the Attachments, as added to, deleted from, or amended from time to time.

“**Attachments**” shall mean any attachments, addenda, cover sheets, order forms, amendments, exhibits, schedules, and other materials referenced herein.

“**Attorney Letter**” shall mean Content consisting of a letter from counsel for the Company that is intended to conform to “OTC Markets Group Guidelines for Attorney Letters with Respect to Adequate Current Information,” as amended from time to time by OTC Markets Group.

“**Authorized User**” shall mean each person that the Company authorizes in the OTCIQ Order Form to access OTCIQ.

“**Blue Sky Monitoring Service**” shall mean a Service consisting of an initial compliance audit and ongoing monitoring of the Company’s compliance with the securities laws of each U.S. state and territory.

“**Company Credentials**” shall have the meaning set forth in Section 2.2 hereunder.

“**Company’s Website**” shall mean a website controlled, sponsored, operated or maintained by the Company, located at the domain name and URL specified by the Company in the OTCIQ Order Form.

“**Content**” shall mean information, data, text, software, music, sound, photographs, graphics, video, messages, logos, trademarks, service marks, and other works and materials, whether publicly posted or privately delivered, transmitted, uploaded, posted, emailed or otherwise submitted by or on behalf of the Company in connection with OTCIQ using Company Credentials or otherwise.

“**Information**” shall mean the market data provided to the Company, as and to the extent specified in the Attachments.

“**Inside Market Quote**” shall mean Information consisting of the best bid price and size and the best ask price and size for a security.

“**Level 2 Quote Display Service**” shall mean a Service that publishes OTC Markets Group Level 2 Quotations for the OTC Equity Securities issued by the Company that are quoted on the ATS operated by OTC Link LLC, a wholly

owned subsidiary of OTC Markets Group Inc. ("OTC Link"), on (i) [www.otcmarkets.com](http://www.otcmarkets.com) in a manner that is available without charge to any person accessing the site, and (ii) Company's Website.

**"OTC Disclosure and News Service"** shall mean a Service consisting of online publication and management of disclosure statements, financial reports, attorney letters, press releases and research reports by an Authorized User.

**"OTC Equity Security"** shall mean any equity security that is not an "NMS stock" as that term is defined in Rule 600(b)(47) of Regulation NMS.

**"OTCIQ Agreement"** shall mean this OTCIQ Agreement, as added to, deleted from, or amended from time to time, pursuant to which the Company receives or uses the Services and the Information included within OTCIQ and any additional paid Services to which the Company elects to subscribe.

**"OTCIQ"** shall mean the web portal, [www.OTCIQ.com](http://www.OTCIQ.com), accessed through one or more secure [www.OTCIQ.com](http://www.OTCIQ.com) user logins, as specified by the Company in OTCIQ Order Form, through which the Company shall access the Services, consisting of (i) Real-Time Quotes for all OTC Equity Securities quoted on OTC Link, which consists of Internet access for Authorized Users to view Real-Time Inside Market Quotations and OTC Markets Group Level 2 Quotations for all OTC Equity Securities and other Information that OTC Markets Group determines to provide in its sole and absolute discretion, (ii) Secure Company Information Management, (iii) such other Services as OTC Markets Group shall provide from time to time, including, but not limited to, the OTC Market Report, and (iv) any additional paid Services to which the Company elects to subscribe on the OTCIQ Order Form, including, but not limited to, the OTC Disclosure and News Service and the Blue Sky Monitoring Service.

**"OTC Market Report"** shall mean a Service consisting of a market report furnished by OTC Markets Group to the Company each week, which contains a comprehensive summary of the Company's OTC market performance, including daily high, low, and closing bid and ask information for the OTC Equity Securities issued by the Company, as applicable, as well as a list of market makers for such OTC Equity Securities.

**"OTC Markets Group Level 2 Quotations"** shall mean Information consisting of the most recent Inside Market Quote and the underlying broker-dealer quotes, each of which is continuously updated in real time from 8:00 AM to 5:00 PM Eastern Standard Time, and contact information.

**"OTC Link"** shall mean the ATS operated by OTC Link LLC, a wholly owned subsidiary of OTC Markets Group Inc.

**"Secure Company Information Management"** shall mean access by the Authorized User(s) to update the Company's profile information displayed on [www.otcmarkets.com](http://www.otcmarkets.com), OTC Link, and disseminated via OTC Markets Groups' market data products.

## Article 2 – OTCIQ

2.1 **Agreement to Provide OTCIQ.** OTC Markets Group hereby agrees, subject to the terms and conditions set forth herein, to provide the Information and publish Content provided by and about the Company on OTCIQ. The Company agrees that it will not provide any Content for publication on OTCIQ, or in any manner, that violates, breaches or is inconsistent with the terms of this Agreement.

2.2 **Access and Use.** The Company understands and agrees that access to and use of OTCIQ by the Company is accomplished by means of the Internet. As soon as practicable after the execution and delivery of this Agreement, OTC Markets Group will deliver to the Authorized User, for purposes of accessing OTCIQ (a) the account designations and initial passwords requested by the Company on OTCIQ Order Form, (b) instructions, and, (c) to the extent deemed necessary in the sole and absolute discretion of OTC Markets Group, other security related codes and devices (collectively, **"Company Credentials"**). OTC Markets Group may refuse to grant a user name for any reason at its sole discretion. The Company must obtain at its own expense (i) access to the Internet and (ii) any workstations, software, network connectivity, and other equipment and services that may be required, or that may require updating, from time to time to access OTCIQ and the Information, in each case, compatible with OTCIQ through the use of the Company Credentials. The Company shall have complete and absolute responsibility, and the Company understands and agrees that OTC Markets Group will have no responsibility or liability whatsoever, for any misuse of the Company Credentials, whether through theft, misappropriation, deceit, employee misconduct, negligence, inadvertence or otherwise. The Company will cooperate with OTC Markets Group, including without limitation, by making reports to appropriate law enforcement authorities as, if and when requested by OTC Markets Group, to prevent and deter misuse of the Company

Credentials, and will comply with reasonable security and other procedures distributed by OTC Markets Group from time to time. OTC Markets Group may, at any time and from time to time, without notice of any kind, in its sole and absolute discretion, revoke the Company Credentials, and may refuse to issue replacement Company Credentials, except upon conditions determined by OTC Markets Group. In the event the Company suspects or becomes aware of any unauthorized use of Company Credentials, the Company will give OTC Markets Group prompt written notice thereof. Upon written request, OTC Markets Group will revoke existing, or provide new, Company Credentials to the extent reasonably requested by the Company with a view to preventing any misuse of the Company Credentials.

**2.3 Authorized Users.** In the event an Authorized User leaves the Company, or is otherwise no longer an Authorized User, the Company must notify OTC Markets Group at the address identified in Section 2.6 or by email at [issuers@otcmarkets.com](mailto:issuers@otcmarkets.com). In the event the Company wished to designate a new Authorized User, the Company must submit an OTCIQ User Change Request Form located at [www.otcmarkets.com/content/doc/iq/UserChangeForm.pdf](http://www.otcmarkets.com/content/doc/iq/UserChangeForm.pdf).

**2.4 Modifications to OTCIQ and the Services.** The Company acknowledges that OTC Markets Group may, in its sole and absolute discretion, make modifications to or terminate OTCIQ and the Services or the Information from time to time and at any time. Any such modifications or termination may sever or otherwise adversely affect the Company's access to or use of the OTCIQ, the Service or the Information, or require modifications to the Company's systems. The Company agrees that OTC Markets Group shall have no responsibility or liability whatsoever for any such adverse effects.

**2.5 No Solicitation.** The Company hereby agrees that, in providing OTCIQ and the Services, OTC Markets Group is not soliciting or recommending the purchase or sale of any security. The Company represents and warrants that in its use of OTCIQ and the Services, the Company is not making and will not make any solicitation or recommendation in any jurisdiction or under any circumstances where such solicitation or recommendation would be unlawful.

**2.6 Notices.** All notices and other communications (except for invoices) required to be given in writing under the Agreement shall be delivered to OTC Markets Group at 304 Hudson Street, 2<sup>nd</sup> Floor, New York, NY 10013, and to the Authorized Users identified on the OTCIQ Order Form, and shall be deemed to have been duly provided at the time of delivery, if sent by certified mail, return receipt requested, or any other delivery method that actually obtains a signed delivery receipt. If an email address is provided, OTC Markets Group may, in lieu of the above, give notice to or communicate with the Company by email addressed to the Authorized User or to such other email address or persons as the Company shall hereafter specify by prior written notice. The Company agrees that any receipt received by OTC Markets Group from the Company's service provider or Internet computer server indicating that the email was received at the address provided by the Company shall be deemed proof that the Company received the message.

**2.7 Email.** The OTCIQ information portal is free to OTC traded companies. In return for receiving this Service, the Company agrees that the contact data of the Authorized Users and other company contact information may be used by OTC Markets Group to provide the Company with news, service updates, product information, and compliance notices. In addition, the Company agrees that the contact information of its Authorized Users may be provided or sold to third parties. The Company and the Authorized Users may select to opt out of these communications by using the unsubscribe link in the emails.

### **Article 3 – License to use OTCIQ**

**3.1 License to Information.** OTC Markets Group hereby grants to the Company a non-exclusive, non-assignable, and non-transferable license to receive and use the Information provided in connection with the Real-Time Quotes for all OTC Securities and the OTC Market Report for the Company's private use at the Company's location(s), by each Authorized User indicated on the OTCIQ Order Form, and for no other purpose. The Company may not sell, lease, furnish or otherwise permit or provide access to such Information to any other person, except that the Company may furnish the Information to its shareholders or customers, on a non-continuous basis, using the following methods, and no other method: (a) in written advertisements, correspondence, or other literature or (b) during voice telephonic conversations not entailing computerized voice, automated information inquiry systems, or any similar technology. The Company shall take reasonable security precautions to prevent persons who are not Authorized Users from gaining access to such Information, except as permitted in the preceding sentence.

**3.2 Limitations and Restrictions on Use.** The Company may not sell, lease, furnish, or otherwise provide access to the Information to any person for any purpose, except as described in the preceding Section 3.1. The Company will not engage in the operation of any illegal business or use or permit anyone else to use the Service or the Information, or

any part thereof, for any illegal purpose. The Company may not present the Service or the Information in any unfair, misleading, or deceptive format.

#### **Article 4 – Intellectual Property**

4.1 **Intellectual Property Rights to Services and Information.** Except for the limited licenses granted herein, OTCIQ, the Services, Information and any proprietary rights therein, are the property of OTC Markets Group and its licensors. Subject to the licenses granted to the Company hereunder, OTC Markets Group will retain the patents, trademarks, corporate logos, service marks, trade and service names, copyrights, topography rights, database rights and design rights whether or not any of them are registered and including applications for any of them, trade secrets and rights of confidence; all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them that may subsist anywhere in the world from time to time contained in the Services or the Information, as provided by OTC Markets Group to the Company. The Services and all Information, including, without limitation, any and all intellectual property rights inherent therein or appurtenant thereto, shall, as between the parties, be and remain the sole and exclusive property of OTC Markets Group. The Company further acknowledges and agrees that OTC Markets Groups' third party information providers have exclusive proprietary rights in their respective information. The Company shall not, by act or omission, diminish or impair in any manner the acquisition, maintenance, and full enjoyment by OTC Markets Group, its licensees, transferees and assignees, of the proprietary rights of OTC Markets Group, or any of its third party information providers, in the Services and the Information. Except with the express written permission of OTC Markets Group, the Company will not copy, modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any aspect of the Services or the Information.

4.2 **Intellectual Property Rights to Content.** The Company acknowledges and agrees that OTC Markets Group has the non-exclusive license, for the full term of copyright, by itself or through third parties, to republish and re-use any Content submitted hereunder in any form in which the Content may be published or used (in any media now in existence or hereafter developed) in whole or in part. Without limiting the generality of the foregoing, the Company hereby grants OTC Markets Group the right to sell, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, or create derivative works of the Content in any and all media, in any manner, in whole or in part, without any duty to account to the Company. The Company also grants OTC Markets Group the right to authorize the downloading and printing of such Content, or any portion thereof, by investors or other users for their personal use. The Company agrees that information about the Company and each Authorized User, and Content posted through any Service, may be accessed and disclosed by OTC Markets Group to securities regulators or other law enforcement officials to comply with applicable laws and lawful government requests, to operate OTC Markets Group's systems properly, or to protect OTC Markets Group or investors

4.3 **Corporate Names.** The Company acknowledges and agrees that OTC Markets Group has proprietary rights in certain names, including, but not limited to, "OTC Markets Group", "OTC Pink", "Pink Sheets", "OTCQX", "OTCQB", "OTCIQ", "OTC Intelligence", "OTC Disclosure and News Service", and "OTC Link." The Company shall not use these names in any way that would infringe upon such names and shall not use these names in any advertising or marketing materials, except with OTC Markets Group's prior written consent. The Company acknowledges and agrees that OTC Markets Group has proprietary rights in certain corporate logos, trademarks, service marks, copyrights or patents, registered or unregistered, and the Company shall not use these corporate logos, trademarks, service marks, copyrights or patents, registered or unregistered, in any way that would infringe upon such logos, marks, copyrights or patents. OTC Markets Group acknowledges and agrees that the Company has proprietary rights in the Company's name and OTC Markets Group shall not use the corporate name in any way that would infringe upon such name. OTC Markets Group acknowledges and agrees that the Company has proprietary rights in certain corporate logos, trademarks, service marks, copyrights or patents, registered or unregistered, and OTC Markets Group shall not use these trademarks, service marks, copyrights or patents, registered or unregistered, in any way that would infringe upon such marks, copyrights or patents. Notwithstanding the foregoing, OTC Markets Group may include the name or logo of the Company in any advertising publicity releases describing the Company as a user of the Services or the Information or with respect to any distribution of any Content or communication.

4.4 **Responsibility for Content.** The Company shall have complete responsibility, and the Company understands and agrees that OTC Markets Group will have no responsibility or liability whatsoever, for any and all Content, whether publicly posted or privately delivered, transmitted, uploaded, posted, emailed or otherwise submitted to OTCIQ by or on behalf of the Company using Company Credentials or otherwise. The Company represents and warrants that all Content submitted by the Company or on its behalf, or through any use or misuse of Company Credentials: (i) does not violate any law or regulation, (ii) does not infringe in any manner any copyright, patent, trademark, trade secret or other

intellectual property right of any third party, (iii) does not breach any duty toward or rights of any person including, without limitation, rights of publicity or privacy, or has not otherwise resulted in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person, (iv) is not defamatory, libelous, slanderous or threatening, (v) does not contain any viruses, scripts, macros, programs or links to scripts, macros or programs, (vi) does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading, and (vii) does not contain any indecent, obscene or pornographic material, hate speech, highly explosive subject matter (as determined by OTC Markets Group), or any illegal subject matter. The Company agrees to notify OTC Markets Group promptly of any defacement, alteration or other condition that causes Content to violate this Agreement. In all such cases, the Company will cooperate with OTC Markets Group in investigating the incident and instituting appropriate procedures to prevent a recurrence of any such condition. OTC Markets Group has no duty to review or edit any Content, but may revise or edit the Content to improve its conformity to the requirements of the OTC Disclosure and News Service and for any other reasonable purpose. OTC Markets Group may, at any time and from time to time, in its sole, absolute and unfettered discretion, decline to post, or remove, Content for any reason, or for no reason, whatsoever.

**4.5 Intellectual Property Infringement Claims.** OTC Markets Group shall respond promptly to claims of intellectual property infringement, shall promptly investigate notices of alleged infringement and will take appropriate actions under applicable intellectual property laws in response to such infringements. In the event that OTC Markets Group receives information claiming that the Content infringes the intellectual property of some person, OTC Markets Group may attempt to contact the Company in order to give the Company an opportunity to respond to the notice of infringement. Any and all responses to the notice of infringement will be furnished to the complaining party. OTC Markets Group will give the complaining party an opportunity to seek judicial relief prior to restoring any Content as a result of the response to the notice of infringement. Notices of any claimed infringement should be sent to Ms. Lisabeth Heese at OTC Markets Group via e-mail to [info@otcmarkets.com](mailto:info@otcmarkets.com) or via mail to Ms. Lisabeth Heese, OTC Markets Group Inc., 304 Hudson Street, 2nd Floor, New York, NY 10013. Please put NOTICE OF INFRINGEMENT in the subject line of all such notifications.

**4.6 Proprietary Rights to Content and Communication.** The Content, Information and communication available through OTCIQ are the property of OTC Markets Group. The Company may not reproduce, retransmit, re-post, distribute, sell, publish, broadcast, create derivative works from, or in any way commercially exploit any of such Content, Information or communication, or infringe upon trademarks or service marks displayed or received through any of the Services, without OTC Markets Group's express prior written consent. The Company also grants OTC Markets Group the right to authorize the downloading and printing of such Content, or any portion thereof, by investors or other users for their personal use. The Company agrees that information about the Company and each Authorized User, and Content posted on OTCIQ or any other Service by the Company and each Authorized User, may be accessed and disclosed by OTC Markets Group to securities regulators or other law enforcement officials to comply with applicable laws and lawful government requests, to operate OTC Markets Group's systems properly, or to protect OTC Markets Group or investors.

## **Article 5 – Amendments and Termination**

**5.1 Amendments.** OTC Markets Group, in its sole and absolute discretion, may, at any time and from time to time, without prior notice, modify or amend any of the terms and conditions of this Agreement, whether or not such modifications or amendments are adverse to the Company. OTC Markets Group will provide information to the Company regarding any material modifications or amendments by e-mail. Such modifications and amendments may include, but are not limited to, termination of any of the Services, or the addition or removal of certain features, payment procedures, and submission standards. The Company understands and agrees that it is responsible to review information posted in OTCIQ and that continued use of any of the Services is expressly subject to any guidelines, forms or other notices that may be posted in OTCIQ by OTC Markets Group from time to time. IN THE EVENT THAT THE COMPANY DETERMINES THAT ANY AMENDMENT TO OR MODIFICATION OF THIS AGREEMENT, OR OF ANY OF THE SERVICES, IS UNACCEPTABLE, THE COMPANY'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT IN THE MANNER SET FORTH IN THIS ARTICLE 5. THE COMPANY'S CONTINUED USE OF ANY OF THE SERVICES SUBSEQUENT TO PUBLICATION OF INFORMATION REGARDING A MATERIAL MODIFICATION OR AMENDMENT BY AN E-MAIL WILL CONSTITUTE ACCEPTANCE BY THE COMPANY OF SUCH AMENDMENT OR MODIFICATION.

**5.2 Term; Termination.**

- A. This Agreement shall be effective as of the date of execution by OTC Markets Group set forth on the OTCIQ Order Form (the “**Effective Date**”) and shall remain in effect for one (1) year after the first day of the month in which the Effective Date falls (the “**Term**”). The Agreement shall automatically renew for additional one (1) year periods (each a “**Renewal Term**”).
- B. The Company or OTC Markets Group may terminate this Agreement at any time, for any reason, by sending notice to the other in the manner set forth in Section 2.6, *provided, however*, that all previously paid Fees are non-refundable.

## Article 6 – Limited Liability and Indemnification

6.1 **LIMITED WARRANTIES.** NO WARRANTY IS GIVEN THAT ANY OF OTCIQ, THE SERVICES OR THE INFORMATION IS ERROR-FREE. OTCIQ, THE SERVICES AND ANY OTHER RELATED PRODUCT THAT OTC MARKETS GROUP DIRECTLY OR INDIRECTLY PROVIDES ARE PROVIDED “AS IS.” EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER OTC MARKETS GROUP NOR ANY OF ITS LICENSORS AND SUPPLIERS MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE COMPANY EXPRESSLY ASSUMES ALL RISKS FROM USING OTCIQ, THE SERVICE, AND/OR RELATED PRODUCTS THAT OTC MARKETS GROUP OR ITS LICENSORS AND SUPPLIERS DIRECTLY OR INDIRECTLY PROVIDE.

6.2 **LIMITED LIABILITY.** IN NO EVENT SHALL ANY OF OTC MARKETS GROUP, ITS LICENSORS OR ITS SUPPLIERS BE LIABLE TO THE COMPANY OR ANY OTHER PERSON, REGARDLESS OF THE CAUSE, FOR ANY FAILURE OF PERFORMANCE, OR FOR ANY DELAYS, INACCURACIES, ERRORS, INTERRUPTIONS, OR OMISSIONS IN ANY OF OTCIQ, THE SERVICES OR THE INFORMATION, OR FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST BUSINESS REVENUE, OR FAILURE TO REALIZE EXPECTED SAVINGS OR GAINS, EVEN IF ONE OR MORE OF THEM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ALSO AGREE THAT OTC MARKETS GROUP’S, ITS LICENSORS’ AND ITS SUPPLIERS’ MAXIMUM LIABILITY FOR ANY CLAIM SHALL BE LIMITED TO THE FEES INCURRED, IF ANY, FOR ANY OF THE SERVICES IN THE THIRTY (30) DAYS PRIOR TO THE TERMINATION OF THIS AGREEMENT AND THAT THIS IS A REASONABLE ESTIMATE OF THE MAXIMUM AMOUNT OF DAMAGES THAT WOULD BE EXPECTED IN RESPECT OF ANY SUCH CLAIM. This Section applies to all claims irrespective of the cause of action underlying the claim, including, but not limited to breach of contract (even if in the nature of a breach of condition or a fundamental term or a fundamental breach) and tort (including but not limited to negligence or misrepresentation).

6.3 **Indemnification.** The Company agrees to indemnify and hold OTC Markets Group, its licensors and suppliers, and its and their shareholders, directors, officers, employees and agents (each an “Indemnified Person”) harmless from and against any and all losses, claims, damages or liabilities as incurred (including legal or other out-of-pocket expenses and costs of investigation and preparation) to which any of them may become subject and which are related to or which have arisen under or in connection with the Company’s failure to comply with the terms and conditions of this Agreement, misuse of any of OTCIQ, the Services or the Information or receipt and utilization of OTCIQ, the Services or any of the Information whether or not authorized under this Agreement. The Company hereby agrees that if any indemnification sought by an Indemnified Person hereunder is held by a court to be unavailable for any reason, then the Company shall contribute to the costs for which such indemnification is held unavailable in such proportion as is appropriate to reflect the relative benefits to OTC Markets Group, on the one hand, and the Company on the other, in connection with the Company’s use of OTCIQ, the Services and the Information, and the relative fault, as between OTC Markets Group, the Company and the Indemnified Person in respect of such costs.

## Article 7 – Miscellaneous Provisions

7.1 **Force Majeure.** Neither party shall be liable for any delays or failures to perform any of its obligations hereunder to the extent that such delays or failures are due to circumstances beyond its reasonable control, including acts of God, strikes, riots, acts of war or terror, or governmental regulations imposed after the date of this Agreement.

7.2 **Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Company may not assign this Agreement, in whole

or in part, without the prior written consent of OTC Markets Group. OTC Markets Group shall have the right to assign this agreement to successors and subsidiaries.

7.3 **Limited Relationship.** Nothing in this Agreement, express or implied, is intended to or shall (a) confer on any person other than the parties hereto, or their respective permitted successors or assigns, any rights to remedies under or by reason of the Agreement; (b) constitute the parties hereto partners or participants in a joint venture; or (c) appoint one party the agent of the other.

7.4 **Entire Agreement; Interpretation.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, communications, writings, and understandings. In the event of any conflict between the provisions of the OTCIQ Agreement and the Attachments, the OTCIQ Agreement will prevail over the Attachments. The use of the singular in the Agreement shall include the plural, and vice versa. Section headings are included for convenience only and are not to be used to construe or interpret the Agreement.

7.5 **Claim Time Limit and Waiver of Claims.** In no event shall any claim, dispute, controversy or other matter in question be made against OTC Markets Group by the Company or any person claiming by or through the Company later than one year after the claim, dispute, controversy or other matter in question has arisen. The Company and its employees, directors, and other agents expressly waive any claims, disputes, controversies, and other matters not brought within the period above.

7.6 **Applicable Law; Injunctive Relief.** This Agreement and its validity, construction and performance shall be governed in all respects by the laws of the State of New York without giving effect to conflicts of law principles thereof. Each party hereby irrevocably submits to the jurisdiction of any court of the United States or the State of New York located in New York, New York, over any suit, action, or proceeding brought by the other party hereto arising out of or relating to this Agreement. In the event of any misappropriation or misuse of any of the Services or Information, the Company agrees that the legal remedies available to OTC Markets Group or its third party information providers will not be adequate to prevent harm to each of their proprietary rights, and OTC Markets Group and such third party information providers shall each have the right to obtain injunctive relief or other equitable remedies, individually or collectively, to protect each of their proprietary rights in such information.

7.7 **Waiver; Severability.** No failure on the part of OTC Markets Group or the Company to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. If any of the provisions of this Agreement, or application thereof to any individual, entity or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to individuals, entities, or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

7.8 **Survival.** Notwithstanding the expiration or termination of this Agreement for any reason, Article 1, as applicable, Sections 2.2, 2.4, 3.2, and Articles 4, 6 and 7, shall survive any termination of this Agreement.

## Exhibit A – License to Use OTC Disclosure and News Service

This Exhibit A is not applicable unless the Company subscribed to the OTC Disclosure and News Service by checking the appropriate box on the OTCIQ Order Form:

1. **Agreement to Provide the OTC Disclosure and News Service.** OTC Markets Group hereby agrees, subject to the terms and conditions set forth herein, to publish Content consisting of disclosure statements, news releases, and financial reports provided by and about the Company on the OTC Disclosure and News Service. The Company agrees that it will not provide any Content for publication on the OTC Disclosure and News Service, or in any manner, that violates, breaches or is inconsistent with the terms of this Agreement. OTC Markets Group may in its sole and absolute discretion terminate this agreement immediately and without notice in the event that the Company provides for publication any Content deemed by OTC Markets Group to be an abuse of the Disclosure and News Service, fraudulent, misleading, related to questionable stock promotion, or otherwise giving rise to a public interest concern.
2. **Modifying Content.** The Company may supplement or issue corrections to the disclosure statements, news releases, and financial reports that the Company has posted on the OTC Disclosure and News Service; *provided, however,* that THE COMPANY MAY NOT DELETE ANY PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT, NEWS RELEASE OR FINANCIAL REPORT.
3. **No Solicitation.** The Company hereby agrees that, in providing the OTC Disclosure and News Service, OTC Markets Group is not soliciting or recommending the purchase or sale of any security. The Company represents and warrants that in its use of the OTC Disclosure and News Service, the Company is not making and will not make any solicitation or recommendation in any jurisdiction or under any circumstances where such solicitation or recommendation would be unlawful.
4. **Payment for Services.** The Application Fee and the Annual Fee are payable upon submission of Agreement. Thereafter, all Fees will be invoiced annually. Invoice terms are Payable Upon Receipt. OTC Markets Group is authorized to charge the credit card described in the OTCIQ Order Form for the Application Fee, Annual Fee(s) and any applicable sales tax, unless the Company specifies an alternative payment arrangement in the OTCIQ Order Form. In the event the Company's account becomes delinquent, the Company acknowledges and agrees that OTC Markets Group may demand payment of the balance owed in full, with accrued interest at a rate of 18% per annum on the unpaid balance, except to the extent late charges are limited by applicable law. The obligation of the Company to make payments to OTC Markets Group accrued prior to the date of termination shall survive any termination of this Agreement.
5. **Use of SecurID RSA Keys.** OTC Markets Group Inc. ("OTC Markets Group") will provide a SecurID RSA Key (the "RSA Device") to each user authorized in the OTCIQ Agreement (an "Authorized User") as an extra layer of protection when posting news or financial information on OTC Markets Group's websites. Please find below OTC Markets Group's policies with respect to the RSA Devices.
  1. Upon completion of an OTCIQ Order Form where Company elects to subscribe to the OTC Disclosure and News Service, an RSA Device will be assigned to each Authorized User. Subsequent to such assignment, the RSA Device will be mailed to the Authorized User. A separate notification will be sent by email to each Authorized User notifying the Authorized User that its www.OTCIQ.com account has been created. The email notification will include the Authorized User's ID and password. The Authorized User will not be able to login to www.OTCIQ.com until he or she has received the RSA Device and can enter the security code displayed on the RSA Device, along with the User ID and password.
  2. The Authorized User must use the RSA Device in accordance with the policies herein, any policies that may be communicated from time to time by OTC Markets Group, and any agreements between the "Company," as defined in the OTCIQ Agreement, and OTC Markets Group.
  3. The Authorized User may use the RSA Device to access www.OTCIQ.com, and no one else may use the RSA Device at any time, for any reason, without the express prior written consent of OTC Markets Group.
  4. The Authorized User may not give or lend the RSA Device to anyone, even another Authorized User.
  5. The RSA Device will remain at all times the property of OTC Markets Group. It is important that the Authorized User take proper care of the RSA Device, keep it safe and secure at all times and guard against loss, damage, and theft.
  6. OTC Markets Group shall not be liable for any misuse of an RSA Device, including, but not limited to, lost or stolen RSA Devices.
  7. Any missing or stolen RSA Device must be immediately reported to OTC Markets Group.



8. If the Authorized User believes that the RSA Device has been compromised, the Authorized User must contact OTC Markets Group immediately.
  9. OTC Markets Group may replace a lost, damaged, or stolen RSA Device upon payment of a \$250 replacement fee.
  10. Each Authorized User should have only one RSA Device, regardless of the number of www.OTCIQ.com accounts he or she is authorized to access. If an Authorized User receives multiple RSA Devices, the Authorized User must inform OTC Markets Group. OTC Markets Group will assign access to all authorized accounts via one RSA Device.
  11. In the event that an Authorized User leaves the Company or otherwise is no longer an Authorized User, the Company must either (a) immediately return the RSA Device to OTC Markets Group at the address below or, (b) in the event that the Company wishes to transfer the RSA Device to a new Authorized User, notify OTC Markets Group in writing, in the manner set forth in Section 2.6 of the OTCIQ Agreement, that the Company requests OTC Markets Group to assign a new Authorized User to the www.OTCIQ.com account and the RSA Device. If the Company requests a transfer of the RSA Device to a new Authorized User, the Company will be responsible for the safe-keeping of the RSA Device until such time as OTC Markets Group assigns the new Authorized User.
  12. If the Disclosure and news Service is cancelled or not renewed, the Authorized User is responsible for returning the RSA Device to OTC Markets Group at the address below.
6. **Survival.** Notwithstanding the expiration or termination of this Agreement for any reason, paragraphs 2, 4 and 5(12) of this Exhibit A shall survive.

## Exhibit B: License to Use Level 2 Quote Display Service

This Exhibit B is not applicable unless the Company subscribed to the Level 2 Quote Display Service by checking the appropriate box on the OTCIQ Order Form:

1. **License to use Real-Time Level 2 Quote Display.** OTC Markets Group hereby grants to the Company a non-exclusive, non-assignable, and non-transferable license to receive and use the Information provided in connection with Real-Time Level 2 Quote Display, to publish such Information on Company's Website, to place the Link on the Company's Website pursuant to subparagraph 4.2 herein, to use such Information in the ordinary course of the Company's business, and for no other purpose.
2. **Display of Real-Time Level 2 Quotes on [www.otcmarkets.com](http://www.otcmarkets.com).** OTC Markets Group's Real-Time Level 2 Quotes will only be displayed for securities Quoted on OTC Link ATS.
3. **Linking to [www.otcmarkets.com](http://www.otcmarkets.com).** The Company may place a link on the Company's Website linking the portion of [www.otcmarkets.com](http://www.otcmarkets.com) displaying the Real-Time Level 2 Quote Display for the Company (the "**Link**"), *provided, however*, that the Company shall:
  - (i) not publish the Link on any venue or forum except on the Company's Website;
  - (ii) not use graphic images pertaining to [www.otcmarkets.com](http://www.otcmarkets.com) unless it receives OTC Markets Group's express prior written consent;
  - (iii) configure the Link to directly access the applicable URL on [www.otcmarkets.com](http://www.otcmarkets.com) that displays the Company's Real-Time Level 2 Quote Display; and,
  - (iv) not state or otherwise indicate or imply that the Company and OTC Markets Group are partners, participants in a joint venture, agents of the other or otherwise affiliated.
4. **Warranties.** The Company hereby covenants, represents and warrants that:
  - (i) The Company shall comply and conform at all times with and to all applicable laws and regulations relating to the Company's Website, including the Children's Online Privacy Protection Act ("COPPA") and the Children's Advertising Review Unit ("CARU") guidelines, as well as regulations promulgated thereunder.
  - (ii) The Company's Website does not and will not contain any material that: (A) violates or infringes any right of privacy, personality or publicity, any intellectual property right (including, trade secret, patent, copyright, trademark, trade dress, trade secret and or/ know-how), (B) is libelous, defamatory, obscene or slanderous, (C) does or may denigrate or offend any ethnic racial, sexual or religious group, either through use of language or stereotypical depiction, (D) does or may encourage or otherwise depict glamorized drug use (including alcohol and cigarettes) or excessive graphic violence, (E) includes profane language that exceeds that which is acceptable to the prevailing public standard, including material that may warrant a parental warning, (F) is sexually suggestive or contains explicitly sexual content (including nudity), or (G) makes an overt political statement.
5. **Limitations and Restrictions on Use.** The Company may not sell, lease, furnish, or otherwise provide access to the Information to any person for any purpose, except as described in paragraphs 4.1, 4.2 and 4.3 of the Agreement. The Company will not engage in the operation of any illegal business or use or permit anyone else to use the Services or the Information, or any part thereof, for any illegal purpose. The Company may not present the Services or the Information in any unfair, misleading, or deceptive format.
6. **Payment for Services.** The Application Fee and the Annual Fee or first month's Monthly Service Fee are payable upon submission of Agreement. Thereafter, all Annual Fees will be invoiced annually. Invoice terms are Payable Upon Receipt. OTC Markets Group is authorized to charge the credit card described in the OTCIQ Order Form for the Application Fee, Annual Fee(s) or first month's Monthly Service Fee, and any applicable sales tax, unless the Company specifies an alternative payment arrangement in the OTCIQ Order Form. In the event the Company's account becomes delinquent, the Company acknowledges and agrees that OTC Markets Group may demand payment of the balance owed in full, with accrued interest at a rate of 18% per annum on

the unpaid balance, except to the extent late charges are limited by applicable law. The obligation of the Company to make payments to OTC Markets Group accrued prior to the date of termination shall survive any termination of this Agreement.

## **Exhibit C: License to Use Blue Sky Monitoring Service**

This Exhibit C is not applicable unless the Company subscribed to the Blue Sky Monitoring Service by checking the appropriate box on the OTCIQ Order Form.

1. **License to Use Blue Sky Monitoring Service.** OTC Markets Group hereby grants to the Company a non-exclusive, non-assignable and non-transferable license to receive and use the Information provided in connection with Blue Sky Monitoring Service to use in the ordinary course of the Company's business (including for any securities and other compliance matters), and for no other purpose.
2. **Payment for Services.** The Application Fee and the Annual Fee are payable upon submission of Agreement. Thereafter, all Fees will be invoiced annually. Invoice terms are Payable Upon Receipt. OTC Markets Group is authorized to charge the credit card described in the OTCIQ Order Form for the Application Fee, Annual Fee(s) and any applicable sales tax, unless the Company specifies an alternative payment arrangement in the OTCIQ Order Form. In the event the Company's account becomes delinquent, the Company acknowledges and agrees that OTC Markets Group may demand payment of the balance owed in full, with accrued interest at a rate of 18% per annum on the unpaid balance, except to the extent late charges are limited by applicable law. The obligation of the Company to make payments to OTC Markets Group accrued prior to the date of termination shall survive any termination of this Agreement.