

ISSUER SERVICES AGREEMENT

WHEREAS, OTC Markets Group Inc., a Delaware corporation (“OTC Markets Group”), is a provider of pricing and financial information for the securities markets and operates, through its wholly owned subsidiary OTC Link LLC, OTC Link® ATS, a Securities and Exchange Commission (“SEC”) registered Alternative Trading System that facilitates transactions in securities for market makers and other broker-dealers registered under the Securities Exchange Act of 1934 (the “Exchange Act”); and

WHEREAS, OTC Markets Group provides each Company qualified for trading with a collection of proprietary products and services that are designed to facilitate compliance with this Agreement and provide other useful services to the Company.

WHEREAS, OTC Markets Group and the Company desire to enter into this Agreement to provide for, among other things, the qualification of the Company’s securities on a market for trading and, as applicable, the subscription of the Company to certain Services.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 **Definitions.** Capitalized terms used in this Agreement shall have the meanings defined below, unless otherwise defined herein:

“Agreement” shall mean this Issuer Services Agreement, Corporate Services Fee Schedule, Rules, Policies and any other attachments, order forms, exhibits, schedules, or other materials referenced herein, including, as applicable, the Initial Review Addendum.

“Application” shall mean any application or request for Services specifying the Services or Information to be provided to the Company pursuant to this Agreement.

“Company” shall mean the entity using the Services, including any successors or affiliates.

“Company Content” shall mean all information, data, text, graphics, videos, logos, trademarks, service marks, and other works and materials, whether publicly posted or privately delivered, transmitted, uploaded, emailed, or otherwise submitted by or on behalf of the Company in connection with the Services.

“Compliance Designation” shall mean any designation (including graphic icons) by OTC Markets Group relating to the status of the Company or its securities, including, but not limited to, the Company’s placement in a Market, the public availability of current information regarding the Company at any given time, or the eligibility of any class of securities of the Company to be the subject of public broker-dealer quotations under Exchange Act Rule 15c2-11, stock promotion, shell status, filing delinquency, the penny stock exemption under Exchange Act Rule 3a51-1 or “Caveat Emptor.”

“Confidential Information” shall mean information consisting of (1) technology and information owned or licensed to each party hereto; (2) proprietary business information of each party (including, without limitation, confidential information relating to customers, information providers and suppliers), and business information that such party does not generally make available to the public; (3) the methods, means, personnel, equipment

and software by and with which any party provides its products and services; and (4) any other information that any party reasonably designates, by notice in writing delivered to the other party, as being confidential or a trade secret or is disclosed in circumstances where such other party knows or ought reasonably to have known was confidential; provided, however, that the term shall not include information (a) that is lawfully within the possession of a party prior to entering into this Agreement and not subject to an obligation to keep such information confidential; (b) that is voluntarily disclosed to a party by a third-party, provided that such party does not have actual knowledge that the third-party has breached any obligation not to reveal such information; (c) that is requested to be disclosed by a governmental authority or related governmental, administrative, or regulatory or self-regulatory agencies having or claiming authority to regulate or oversee any aspect of either party's business or that of its affiliates or is otherwise required by law or by legal or regulatory process to be disclosed; (d) that is developed by a party independently of the disclosure; or (e) is generally known or revealed to the public.

"Corporate Services Fee Schedule" shall mean the prices for each of the Services or Information, made available at www.otcmarkets.com, www.otciq.com or another website accessible by and made known to Company, as may be amended by OTC Markets Group from time to time in its sole discretion.

"Data Privacy Laws" shall mean laws and regulations that govern and restrict the collection, storage, transmission, processing, disclosure or use of Personal Data, including but not limited to the European Union General Data Protection Regulation, or GDPR.

"Information" shall mean the data provided to, or accessible by, the Company pursuant to this Agreement.

"Initial Review" shall mean a review of the Company's disclosure and other information in order to determine whether the Company's securities are eligible to be the subject of public broker-dealer quotations pursuant to Exchange Act Rule 15c2-11.

"Initial Review Addendum" shall mean the additional terms and conditions set forth in Exhibit A to this Agreement, which shall apply only in the event the Company is requesting an Initial Review by OTC Markets Group.

"Market" shall mean a market on which the Company's securities are qualified for trading by OTC Markets Group, including:

The OTCQX® Best Market for established, investor-focused companies that meet the financial, corporate governance, compliance and disclosure standards set forth in the OTCQX Rules.

The OTCQB® Venture Market for entrepreneurial and development stage companies that meet the standards set forth in the OTCQB Rules and undergo an annual verification and management certification process.

The OTCID™ Basic Market for companies that publish baseline information, rather than meet the higher qualifications of OTC Markets Group's premium markets.

"OTC Markets Group" shall mean OTC Markets Group Inc., a Delaware corporation.

"Personal Data" shall mean information relating to an identified or identifiable individual.

"Policies" shall mean all guidelines, Rules, standards, or other policies and procedures of OTC Markets Group (e.g. Stock Promotion Policy, applicable disclosure guidelines), made available at www.otcmarkets.com or another website accessible by and made known to Company, as may be amended by OTC Markets Group from time to time in its sole and absolute discretion upon thirty (30) days' notice to the Company.

“Primary Contact” shall mean an individual designated by the Company to serve as the primary point of contact to receive and respond to all Notices and communications related to this Agreement.

“Rules” shall mean the rules adopted and published by OTC Markets Group, which prescribe the qualification criteria and obligations of companies whose securities are qualified for trading on any Market, as applicable, made available at www.otcmarkets.com or another website accessible by and made known to Company, as may be amended by OTC Markets Group from time to time in its sole and absolute discretion in accordance with the notice period set forth in the Rules.

“Services” shall mean services that OTC Markets Group provides to the Company (e.g. OTCQX, OTCQB, OTCID, OTC Disclosure & News Service), as and to the extent requested by the Company, and such other ad hoc Service(s) as OTC Markets Group may provide to the Company from time to time. The “Services” shall include the Information.

“User” shall mean the individual(s) using the Services.

ARTICLE 2 - CORPORATE SERVICES

- 2.1 **Services.** OTC Markets Group hereby agrees to provide the Services specified by the Company in its Application and, in consideration for receiving the Services, the Company hereby agrees to the terms and conditions of this Agreement.
- 2.2 **Initial Review.** In the event the Company is requesting an Initial Review in connection with its Application, the Company agrees that the additional terms and conditions set forth in the Initial Review Addendum attached hereto at Exhibit A shall apply and are hereby incorporated into this Agreement.
- 2.3 **Fees and Billing.** The Company agrees to pay all applicable fees (“Fees”) for Services, including annual fees and application fees, as set forth in the Corporate Services Fee Schedule. Unless otherwise noted, invoices are due upon receipt. **Fees are not refundable.** Sales tax will be collected where applicable.
- 2.4 **Term.** The term of this Agreement shall commence on the earlier of (i) the date that the Company agrees to be bound by the terms of this Agreement or (ii) the date that OTC Markets Group begins providing the Services. The Agreement shall continue and remain in effect for as long as the Company is receiving the Services from OTC Markets Group, or until the Agreement is terminated by either party as set forth in Section 2.5 herein.
- 2.5 **Termination.** The Agreement may be terminated at any time by either party upon 30 days’ written notice to the other party in the manner set forth in Section 5.2 of this Agreement. Without limiting the foregoing, the Company understands and acknowledges that this Agreement does not create any obligation on OTC Markets Group’s part to continue providing the Services, conduct an Initial Review, maintain the Company’s inclusion on any Market, or make a particular Compliance Designation determination, and that OTC Markets Group may suspend or cease providing the Services to the Company and may remove the Company from any Market with or without any prior notice to the Company, upon the Company’s failure to comply with this Agreement or when, in its sole discretion, OTC Markets Group determines that such termination of Services is in the public interest or otherwise warranted. In the event that the Agreement is terminated or the Services are suspended, terminated, or modified as set forth above, all previously paid Fees are non-refundable. The Company may withdraw its securities from a Market in accordance with the applicable Rules. Subsequent to withdrawal of its securities from a Market, the Company may continue to use any Service for which it subscribed, except Services reserved for the use of companies with securities on a Market. Notwithstanding anything to the contrary herein contained, in

the event that OTC Markets Group decides, in its sole discretion, not to qualify the Company's securities on a Market for trading or otherwise provide a Service, this Agreement and any related addendums shall automatically terminate and cease to be in effect. Any associated application fees paid by the Company will not be refunded.

- 2.6 **Compliance with Rules and Policies.** The Company certifies that it understands and agrees to comply with all applicable Rules and Policies, as they may be amended from time to time, and will promptly notify OTC Markets Group in writing of any event that causes the Company to cease to be in compliance with the Rules or Policies.
- 2.7 **Information Requests.** In connection with the Services, the Company agrees to promptly provide such information and documents as OTC Markets Group may request from the Company from time to time. The Company further represents that the information and documents provided by the Company to OTC Markets Group are true, accurate, and complete. If any representation, warranty, or certification made by the Company or any document or information furnished by the Company becomes untrue, inaccurate, or incomplete, the Company shall promptly notify OTC Markets Group in writing and provide conforming information or documents. OTC Markets Group may disclose information about the Company (including non-public or Confidential Information submitted to OTC Markets Group by the Company) to governmental regulators or other law enforcement officials.
- 2.8 **Compliance Designations.** OTC Markets Group reserves the right, in its absolute discretion, to apply any Compliance Designation to the Company or its securities. OTC Markets Group shall have no responsibility or liability for the impact of such Compliance Designation on the Company or its securities.
- 2.9 **Authorized Users.** Only users that have been authorized and approved by OTC Markets Group may use the Services (each, an **"Authorized User"**). No user may give or lend its credentials to anyone else, even to another Authorized User. The Company shall contact OTC Markets Group immediately if it believes that the credentials to access the Services have been compromised or stolen. In the event an Authorized User leaves the Company, or is otherwise no longer an Authorized User, or the Company wishes to designate a new Authorized User, the Company must notify OTC Markets Group either through the OTCIQ company profile or in writing via email to issuers@otcmarkets.com. The Company agrees that the contact data of the Authorized Users, Primary Contact, and other company contact information may be used by OTC Markets Group to provide the Company with news, services updates, product information, and compliance notices. Unless otherwise provided for herein, OTC Markets Group shall not distribute, sublicense, transfer, sell or offer for sale any contact data of the Authorized Users, Primary Contact and other company contact information to any third-party in contravention of Data Privacy Laws.
- 2.10 **Company Content.** The Company is solely responsible for, and understands and agrees that OTC Markets Group has no responsibility, liability for, or duty to review, remove, or edit the Company Content. OTC Markets Group does not create, develop, or contribute to any statement, content, or information that is published on www.otcmarkets.com by anyone, including third-parties using www.otcmarkets.com or another website accessible by and made known to the Company in connection with the Services. Company represents and warrants that the Company Content (1) does not (i) infringe in any manner any copyright, patent, trademark, service mark, trading symbol, trade secret or other intellectual property right of any third party, (ii) infringe upon or breach any Data Privacy Laws or data privacy right of any person or individual, including the Children's Online Privacy Protection Act ("COPPA") and the Children's Advertising Review Unit ("CARU") guidelines, (iii) contain a person's personal information or Personal Data, as those terms are defined under applicable Data Privacy Laws, without the requisite consent, or (iv) contain any viruses, scripts, macros, programs or links to scripts, macros or programs; and (2)(i) does not violate any law or regulation, (ii) is not defamatory, libelous, slanderous or threatening, or (iii) 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 (the restrictions described in (1) and (2) collectively, the “**Content Restrictions**”). OTC Markets Group has no obligation to review, investigate, modify, or remove any Company Content published on www.otcmarkets.com or another website accessible by and made known to the Company in connection with the Services. However, OTC Markets Group may, at any time, in its sole and absolute discretion, remove or decline to post Company Content that, in its reasonable belief, violates any of the Content Restrictions. OTC Markets Group shall not be deemed a publisher or speaker of any statement, content, or information that is published by anyone, including third parties, using www.otcmarkets.com or another website accessible by and made known to the Company in connection with the Services.

- 2.11 **Electronic Payments.** The Company agrees to receive electronic invoices and, in providing the Company’s banking, routing, or credit card information, the Company authorizes OTC Markets Group to process an electronic payment from the Company via electronic means (e.g. ACH, EFT, credit card) in the amount indicated on the applicable invoice or on the designated OTC Markets Group online payment portal and, if necessary, process electronic credits to the Company’s account to correct erroneous debits. If the Company elects to make ACH payments, it shall be bound by the National Automated Clearing House Association Rules, as amended.
- 2.12 **Changes to the Services.** OTC Markets Group may at any time and from time to time in its sole discretion, without prior notice to the Company, modify or amend the format, content, and other particulars of the Services, including terminating one or more of them, regardless of whether such modifications, amendments, or changes adversely affect the Company. The Company’s continued use of the Services subsequent to modification or amendment of the Services will constitute acceptance by the Company of such amendment or modification.
- 2.13 **Modifying Financial Reports.** The Company may supplement or issue corrections to the disclosure statements, news releases, financial reports and similar documents that the Company has posted through its use of the Services; provided, however, that the Company may not delete any previously submitted disclosure statement, news release, financial report or similar document. OTC Markets Group will delete any Company Content promptly upon receiving written notice from the Company that (i) Company Content that is clearly erroneous has been mistakenly submitted by the Company or (ii) the Company is legally required to request its deletion.

ARTICLE 3 – INTELLECTUAL PROPERTY

- 3.1 **Services and Information.** OTC Markets Group grants to the Company a non-exclusive, non-assignable, and non-transferable limited right and license to receive and use the Services and the Information contained therein for private, non-commercial use in the ordinary course of the Company’s business for the limited purposes and under the other terms and conditions stated herein and therein. The Company may not present the Information in any unfair, misleading, or deceptive format. Except for the limited licenses granted herein, the Services, Information, and any proprietary rights therein, are the property of OTC Markets Group and its licensors.
- 3.2 **Company Content.** The Company grants OTC Markets Group a royalty-free license and right to use to sell, license, sublicense, distribute, copy, transmit, publicly display, publish, adapt, or create derivative works of the Company Content; *provided, however*, that OTC Markets Group does not alter or present the Company Content in any way that renders the Company Content unfair, misleading, or deceptive.

- 3.3 **Market Branding Guidelines.** OTC Markets Group has proprietary rights in certain corporate logos, names, trademarks, service marks, copyrights, or patents, registered or unregistered. The Company shall not use any of these corporate logos, names, trademarks, service marks, copyrights, or patents without written permission of OTC Markets Group, except the Company may use the name and logo associated with its respective Market in accordance with OTC Markets Groups' branding guidelines available at <https://www.otcmarkets.com/trademarks>. OTC Markets Group may include the trademarks or logos of the Company in the manner provided to OTC Markets in any advertising, marketing materials or publicity releases describing the Company as a user of the Services or a company on the Market. Upon termination of the Agreement, all rights and licenses granted herein shall terminate immediately and OTC Markets Group shall immediately cease accessing and using the Company trademarks or logos.
- 3.4 **Data Privacy and Corporate Code of Conduct.** The parties agree to comply with all applicable Data Privacy Laws. OTC Markets Group shall provide the Services in accordance with its publicly posted Code of Conduct available at <https://www.otcmarkets.com/corporate-code-of-conduct>.
- 3.5 **Confidentiality.** The Parties acknowledge that, in performing their obligations under this Agreement, each may obtain Confidential Information of the other (each, a "**Recipient**"). The parties agree that all Confidential Information disclosed in connection with the Services provided under this Agreement shall be deemed confidential upon disclosure to Recipient. The Recipient shall (i) hold the Confidential Information of the other party in strict confidence and protect such Confidential Information from disclosure using the same care it uses to protect its own confidential information of like importance, but not less than reasonable care; (ii) use such Confidential Information solely for use consistent with the purposes of this Agreement; and (iii) not use, disclose, copy, or publish any such Confidential Information without the prior written approval of the other party.

ARTICLE 4 – LIMITED LIABILITY AND INDEMNIFICATION

- 4.1 **DISCLAIMER OF WARRANTIES.** OTC MARKETS GROUP WILL MAKE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICES AND INFORMATION ACCURATELY AND WITHOUT INTERRUPTION. HOWEVER, NO WARRANTY IS GIVEN THAT THE SERVICES OR INFORMATION ARE ERROR-FREE. THE SERVICES, THE INFORMATION, OR ANY OTHER PRODUCT OR SERVICE THAT OTC MARKETS GROUP DIRECTLY OR INDIRECTLY PROVIDES HEREUNDER IS PROVIDED "AS IS." EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER OTC MARKETS GROUP NOR ANY OF ITS SUBSIDIARIES, LICENSORS, AND SUPPLIERS MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.
- 4.2 **LIMITATION OF LIABILITY.** EXCEPT TO THE EXTENT THAT OTC MARKETS GROUP IS INDEMNIFYING THE COMPANY AS SET FORTH IN SECTION 4.3 OF THIS AGREEMENT, IN NO EVENT SHALL OTC MARKETS GROUP, ITS SUBSIDIARIES, LICENSORS OR 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 DEFECTS IN ANY OF THE SERVICES, THE INITIAL REVIEW OR THE INFORMATION, OR FOR ELIMINATING, AMENDING OR MODIFYING ONE OR MORE OF THE SERVICES OR INFORMATION, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO TRADING LOSSES, LOST PROFITS, LOST BUSINESS REVENUE, INCONVENIENCE, LOSS OF TIME, LOSS OF USE, DAMAGE

TO GOOD WILL OR REPUTATION, LOSS OF DATA, OR FAILURE TO REALIZE EXPECTED SAVINGS OR GAINS, EVEN IF ONE OR MORE OF THEM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT IN THE EVENT THAT OTC MARKETS GROUP, ITS SUBSIDIARIES, LICENSORS, OR SUPPLIERS ARE HELD LIABLE FOR ANY REASON, SUCH LIABILITY SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID BY THE COMPANY DURING THE TWELVE MONTHS PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE ACCRUAL OF THE 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). NOTWITHSTANDING THE FOREGOING, OTC MARKETS GROUP SHALL NOT BE RELIEVED FROM LIABILITY FOR DAMAGES THAT RESULT FROM ITS OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR FROM PERSONAL INJURY OR WRONGFUL DEATH CLAIMS. The Company and OTC Markets Group agree that these terms reflect a reasonable allocation of risk and limitation of liability.

- 4.3 **Indemnification.** OTC Markets Group shall indemnify the Company against any and all losses, claims, damages or liabilities imposed on or asserted against the Company by a third party, as evidenced by any fully adjudicated and non-appealable judgment or OTC Markets Group-negotiated settlement, arising as a result of any infringement or misappropriation by the Services or the Information of such third party's intellectual property rights, provided that the relevant claim: (i) does not arise from any modification of the Services or Information by the Company or any third party; or (ii) does not arise from the combination of the Services or Information with other products, services or technology not supplied by the Company. The Company shall notify OTC Markets Group in writing of any claim, action or allegation at least 5 business days before a responsive action is needed, so as not to prejudice the rights of the Company or OTC Markets Group. The Company agrees to indemnify and hold OTC Markets Group, its subsidiaries, its affiliates, its licensors and suppliers, and their shareholders, directors, officers, employees and agents (each an "OTC Markets Group 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 (i) the Company's failure to comply with the terms and conditions of this Agreement, (ii) the Company Content, (iii) the Company's misuse of the Services or Information, or (iv) receipt and utilization of 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 OTC Markets Group 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 Services and the Information, and the relative fault, as between OTC Markets Group, the Company and the OTC Markets Group Indemnified Person in respect of such costs. The parties' obligation to defend and indemnify under this section shall be conditioned on the prompt written notification to the other party of the claim, action or allegation.

ARTICLE 5 – MISCELLANEOUS PROVISIONS

- 5.1 **Authority.** The Company is duly organized, validly existing and in good standing under the laws of each jurisdiction in which the Company is organized or does business and has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder. The Company further

represents and warrants that it has the power and authority to cause each of its Users to comply with the terms of the Agreement. The execution and delivery of this Agreement constitutes a legal, valid, and binding obligation of the Company enforceable against the Company in accordance with its terms.

- 5.2 **Notices.** All notices and other communications (except for invoices) required to be given in writing under the Agreement shall be delivered via email (i) if to OTC Markets Group, to issuers@otcmarkets.com, with a copy to legal@otcmarkets.com, and (ii) if to the Company, to the Primary Contact(s) identified by the Company. Any notice or communication hereunder shall be conclusively deemed to have been received by a party on the date of the electronic transmittal data, unless the party sending the communication receives a failure of delivery message in response.
- 5.3 **Binding Effect and Assignment.** This Agreement shall be binding upon and shall 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, which consent shall not be unreasonably withheld. OTC Markets Group shall have the right to assign this Agreement to successors and subsidiaries.
- 5.4 **Entire Agreement.** The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, communications, writings, and understandings.
- 5.5 **Applicable Law.** This Agreement and the rights of the parties hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of New York. Each party 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.
- 5.6 **Claim Time Limit and Waiver of Claims.** In no event shall any claim, dispute, controversy, or other matter in question be made against any party hereto by the other party or any person claiming by or through the other party later than one year after the claim, dispute, controversy or other matter in question has arisen. Both parties and their respective employees, directors, and other agents expressly waive any claims, disputes, controversies, and other matters not brought within the period above.
- 5.7 **Interpretation.** In the event of any conflict between the provisions of this Agreement and any of the other Rules, Policies, or other materials referenced herein, the provisions of this Agreement will prevail.
- 5.8 **No Solicitation.** In providing the Services, OTC Markets Group is not soliciting or recommending the purchase or sale of any security, including those of the Company, and, by use of the Services, the Company is not making solicitations or recommendations in any jurisdiction within which any such solicitation or recommendation would be unlawful. OTC Markets Group does not solicit or recommend the purchase or sale of any security, except in connection with a lawful offering of its own securities.
- 5.9 **Modification and Waiver.** Except as may otherwise be set forth in the Agreement, OTC Markets Group may alter any term or condition of this Agreement on sixty (60) days written notice to the Company, and any use after such date is deemed acceptance of the new term or condition. 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 the 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 the Agreement.
- 5.10 **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 act of God, strikes, riots, acts of war or terror, or governmental regulations.
- 5.11 **Status of Parties.** Nothing in the 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.

- 5.12 **Survival.** Notwithstanding the expiration or termination of this Agreement for any reason, Sections 2.3, 2.6, 2.8, 2.10, 2.13, and Articles 3, 4, and 5, shall survive any termination of this Agreement.

Exhibit A

INITIAL REVIEW ADDENDUM

THIS INITIAL REVIEW ADDENDUM (the “**Addendum**”) modifies, amends and is incorporated into the Issuer Services Agreement by and between the Company, as identified therein, and OTC Markets Group (the “**Agreement**”), as follows:

WHEREAS, OTC Markets Group, through its wholly owned subsidiary, OTC Link LLC, operates OTC Link ATS, a Securities and Exchange Commission (“SEC”) regulated Alternative Trading System and Qualified Interdealer Quotation System (“Qualified IDQS”), as defined under Exchange Act Rule 15c2-11, as may be amended from time to time by the SEC;

WHEREAS, OTC Markets Group, on behalf of OTC Link ATS in its capacity as a Qualified IDQS, reviews issuer disclosure and other information to determine whether a security is eligible to be the subject of public broker-dealer quotations pursuant to paragraph (a)(2) of Exchange Act Rule 15c2-11 (each, an “**Initial Review**”);

WHEREAS, in connection with its Application, the Company desires to enter into this Addendum to undergo an Initial Review by OTC Markets Group in order to determine whether the Company’s securities are eligible to be the subject of public broker-dealer quotations under Exchange Act Rule 15c2-11.

NOW THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Initial Review.** OTC Markets Group hereby agrees, subject to the terms and conditions set forth herein, to conduct an Initial Review of the Company for the purpose of determining whether the Company’s securities are eligible to be the subject of public broker-dealer quotations under Exchange Act Rule 15c2-11. In connection with the Initial Review, the Company hereby agrees to provide information consisting of disclosure statements, financial reports, shareholder information and such other information and documents as OTC Markets Group may request from the Company. In the event that OTC Markets Group determines, in its sole and absolute discretion, that as a result of the Initial Review the Company’s securities are eligible for public broker-dealer quotations on OTC Link ATS, OTC Markets Group agrees to make such determination publicly available, provided that the Company is in compliance with the applicable Rules.

2. **Representations and Warranties.** The Company hereby covenants, represents and warrants to the following:

- a. The information provided by the Company to OTC Markets Group in connection with the Initial Review is true, accurate and complete. In the event that any representation, warranty or certification made by the Company, or in any document furnished by the Company, in connection with the Initial Review becomes untrue, inaccurate or incomplete, the Company shall promptly notify OTC Markets Group and provide conforming information or documents.
- b. Neither OTC Link LLC nor OTC Markets Group is responsible for complying with the requirements for public broker-dealer quoting under Exchange Act Rule 15c2-11, including, without limitation, the requirement that the Company’s securities be subject to a priced public broker-dealer quotation(s) within four (4) trading days following the publication of the Initial Review determination. In the event that the Company’s securities do not meet the requirements for public broker-dealer quoting under Exchange Act Rule 15c2-11, the

Company may be required to undergo another Initial Review in order to be qualified for trading on a Market.

- c. Neither this Addendum nor the Agreement creates any obligation on OTC Markets Group's part to make a public determination that the Company's securities have met the Initial Review standards and are eligible for public broker-dealer quotations on OTC Link ATS pursuant to Exchange Act Rule 15c2-11.

- 3. **Miscellaneous.** Terms used but not otherwise defined herein shall have the meanings assigned to them in the Agreement. This Addendum modifies and amends the Agreement with respect to the subject matter hereof and is hereby incorporated into and made a part of the Agreement. Except to the extent this Addendum expressly and specifically modifies and amends the terms and conditions of the Agreement, the terms and conditions of the Agreement remain applicable in their entirety, and this Addendum shall not otherwise limit or reduce the Company's duties, obligations, or responsibilities under the Agreement nor shall this Addendum limit OTC Markets Group's rights under the Agreement. In the event of any claim of conflict between the terms and conditions of this Addendum and the terms and conditions of any part of the Agreement that have not been amended hereby, the interpretation given to such terms and conditions in the Agreement that have not been amended shall control the meaning thereof.