

THIS OTCQB AGREEMENT, dated as of the date executed by OTC Markets Group Inc., a Delaware corporation ("OTC Markets Group"), with an office at 300 Vesey Street, 12<sup>th</sup> Floor, New York, NY 10282, is by and between OTC Markets Group and the Company, as identified below (the "Company").

The Company requests to apply to have its securities designated as trading on the OTCQB Market and to subscribe to certain of OTC Markets Groups' corporate services. The Company's eligibility to have its securities designated as OTCQB securities is subject to the OTCQB Standards and is more fully defined in, and governed by, this Agreement, as amended from time to time, which, together with all attachments, appendices, addenda, cover sheets, amendments, exhibits, schedules, and other materials referenced therein (collectively, the "**Agreement**"), is attached hereto and is incorporated herein by reference in its entirety. The Company has read the Agreement carefully before signing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

### Company

I have read and agree to the full OTCQB Agreement.

Company Name: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Officer Name (Print): \_\_\_\_\_

Title (Print): \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

### OTC Markets Group Inc.

By: \_\_\_\_\_

Name: Lisabeth Heese

Title: EVP, Issuer and Information Services

Date of Execution: \_\_\_\_\_

**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; and

**WHEREAS**, OTC Markets Group has developed the OTCQB marketplace for issuers of securities to provide information to investors;

**WHEREAS**, OTC Markets Group provides each issuer with securities designated as traded on the OTCQB marketplace with certain OTCQB Marketplace Services, a collection of proprietary products and services that are designed to facilitate compliance with this Agreement and provide other useful services to the issuer and its investors; and

**WHEREAS**, OTC Markets Group and the Company desire to enter into this Agreement to provide for, among other things, (i) the designation of the Company’s securities as traded on the OTCQB marketplace and (ii) the subscription of the Company to certain OTCQB Marketplace Services.

**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:

## 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):

**“Affiliate”** is a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, an officer, a director, or a shareholder beneficially-owning 10 percent or more of the Company’s outstanding shares.

**“Agreement”** shall mean the OTCQB 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.

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

**“Background Check Authorization Form”** shall mean the form with the same name, as amended from time to time, that collects personal information for Persons associated with companies applying to various products or services provided by OTC Markets Group, and authorizes OTC Markets Group to conduct background checks on such Persons.

**“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. This Service is not included with the OTCQB designation but is available for an additional fee to Companies that elect to subscribe.

**“Change in Control”** shall mean any events resulting in:

- (i) Any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becoming the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company’s then outstanding voting securities;
- (ii) The consummation of the sale or disposition by the Company of all or substantially all of the Company’s assets;

(iii) A change in the composition of the Company's board occurring within a two (2)-year period, as a result of which fewer than a majority of the directors are directors immediately prior to such change; or

(iv) The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.

**"Company Credentials"** shall have the meaning set forth in Section 4.2 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 OTCQB Agreement.

**"Content"** shall mean information, data, text, software, music, sound, photographs, graphics, videos, 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 the OTCQB Marketplace Services, using Company Credentials or otherwise.

**"Disclosure Guidelines"** shall mean the OTCQX U.S. and OTCQB Disclosure Guidelines, as amended from time to time, in the sole and absolute discretion of OTC Markets Group, which outlines the ongoing responsibilities of the Company to post disclosures within specified time frames.

**"Family Member"** shall mean a Person's spouse, parents, children and siblings, whether by blood, marriage or adoption, or anyone residing in such Person's home.

**"Independent Director"** shall mean a Person other than an Executive Officer or employee of the Company or any other Person having a relationship which, in the opinion of the Company's board of directors, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The following persons shall not be considered independent: (A) a director who is, or at any time during the past three years was, employed by the Company; (B) a director who accepted or has a Family member who accepted any compensation from the Company in excess of \$120,000 during any fiscal year within the three years preceding the determination of independence, other than compensation for board or board committee service; compensation paid to a Family Member who is an employee (other than an executive officer) of the Company; or benefits under a tax-qualified retirement plan, or nondiscretionary compensation; or (C) A director who is the Family Member of a Person who is, or at any time during the past three years was, employed by the Company as an executive officer.

**"Information"** shall mean the market data provided to the Company, as and to the extent specified in this Agreement.

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

**"OTC Disclosure & News Service"** shall mean a Service consisting of online publication and management of disclosure documents, financial reports, attorney letters, news releases, videos and audio files, investor presentations and research reports by an Authorized User.

**"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 this Agreement, through which the Company shall access the OTCQB Marketplace Services and any additional paid Services to which the Company elects to subscribe, including, but not limited to, the Blue Sky Monitoring Service.

**"OTCQB Marketplace Services"** each a **"Service"** shall mean the OTC Disclosure & News Service, the Real-Time Level 2 Quote Display Service, the OTC Market Report, the Blue Sky Monitoring Service and other Services as OTC Markets Group may provide, from time to time.

**"OTCQB Standards"** shall mean certain standards, rules and regulations adopted and published by OTC Markets Group, which prescribe the rights, privileges and obligations of issuers whose securities are designated as OTCQB traded

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securities, as such standards are amended and republished from time to time in the sole and absolute discretion of OTC Markets Group.

**“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 securities issued by the Company, as applicable, as well as a list of market makers for such 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.

**“Personal Information Form”** shall mean the form with the same name, as amended from time to time, that must be filled out upon request by OTC Markets Group by certain Persons related to a company with securities traded on, or applying for approval to trade on OTCQX, OTCQB, or Pink.

**“Public Float”** shall mean the total number of unrestricted shares not held directly or indirectly by an officer, director, any person who is the beneficial owner of more than 10 percent of the total shares outstanding, or any Affiliates thereof, or any Family Members of officers, directors and control persons.

**“Real Time Level 2 Quote Display Service”** shall mean a Service that publishes OTC Markets Group Level 2 Quotations for the 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.

## Article 2 – DESIGNATION AS OTCQB

2.1 **Terms.** OTC Markets Group hereby agrees that the Company’s equity securities shall be designated OTCQB securities, provided that the Company qualifies for such designation as prescribed by the OTCQB Standards, and to provide the Company with the OTCQB Marketplace Services, in reliance on the Company’s representations and warranties and subject to the terms and conditions herein. In exchange therefor, the Company agrees to pay all applicable fees required by the OTCQB Standards when due and to comply at all times with all applicable OTCQB Standards. The arrangements set forth herein between the parties are non-exclusive.

2.2 **OTCQB Standards.** The OTCQB Standards are incorporated herein by reference in their entirety.

2.3 **Amendments to the OTCQB Standards.** OTC Markets Group may, in its sole and absolute discretion, amend the OTCQB Standards for any reason. Each amendment shall be effective no less than 30 days subsequent to its publication by OTC Markets Group in an OTCQB Standards Release.

2.4 **Compliance with OTC Markets Group Policies.** The Company acknowledges receipt of the OTCQB Standards and the Company understands and agrees to comply with any and all policies and guidelines of OTC Markets Group, including the OTCQB Standards and [OTC Markets Group Stock Promotion Policy](#), as such policies and guidelines may be amended from time to time. The Company shall promptly notify OTC Markets Group in writing of any corporate action or other event that will cause the Company to cease to be in compliance with the eligibility requirements set forth in the OTCQB Standards.

2.5 **Authorization to Use Corporate Logo, Website, Trade Names, Etc.** Subject to the terms and conditions of this Agreement, in order to publicize that the Company’s securities are designated as OTCQB securities, the Company hereby grants OTC Markets Group a royalty-free license to use the Company’s corporate logos, website address, trade names and trade or service marks as may be provided by the Company to OTC Markets Group from time to time (the **“Company Marks”**) for the specific uses of publicizing the OTCQB marketplace and its companies, as well as to convey quotation information, transactional reporting information, and other information regarding the Company in connection with the Information and the OTCQB Marketplace Services. To ensure the accuracy of such information, the Company agrees to provide OTC Markets Group with current versions of any Company Marks promptly after any modification thereto. Any

and all goodwill associated with the Company Marks that is generated by any such use of the Company Marks by OTC Markets Group shall inure to the benefit of the Company; *provided, however*, that OTC Markets Group shall under no circumstances be required to make any payment or reimbursement to the Company for its use of the Company Marks to the extent such use is authorized hereunder.

2.6 **Fees.** The Company acknowledges and agrees that the OTCQB Annual Fee and Application Fee are not refundable, unless otherwise provided in the OTCQB Standards.

2.7 **Company's Withdrawal from OTCQB.** The Company upon 24 hours written notice to OTC Markets Group may withdraw its securities from the OTCQB designation at any time. In the event that the Company's securities are no longer designated as OTCQB securities for any reason, OTC Markets Group may, in its sole and absolute discretion, determine that, the Company may continue to use any Service for which it is subscribed, subject to the terms of this Agreement, except Services reserved solely for the use of companies with securities designated as OTCQB.

### **Article 3 - REPRESENTATIONS AND WARRANTIES**

3.1 **Organization.** 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.

3.2 **Authority.** The Company has all necessary power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement has been duly authorized by all requisite action, and assuming due authorization, execution and delivery by OTC Markets Group, the Agreement constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

### **Article 4 – CORPORATE SERVICES**

4.1 **License to Use the OTCQB Marketplace Services.** Subject to the terms and conditions of this Agreement, upon designating the Company's securities as OTCQB securities and for the duration of such designation as OTCQB, the Company shall be entitled to receive the OTC Disclosure & News Service, the Real-Time Level 2 Quote Display Service, and the OTC Market Report, to the extent such Services are available. The Company may post Content consisting of disclosure statements, news releases, and financial reports provided by and about the Company on the OTC Disclosure & News 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 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 4.5 herein, to use such Information in the ordinary course of the Company's business, and for no other purpose. The terms of the Company's access to the Blue Sky Monitoring Service, if applicable, are set forth in Exhibit A to this Agreement. The Company shall be responsible for making certain that the information submitted to OTC Markets Group in this Agreement is and remains true and correct at all times. The Company agrees that OTC Markets Group may, in its sole and absolute discretion, terminate or suspend the Company's access to all or any of the OTCQB Marketplace Services for any reason.

4.2 **Access and Use.** The Company understands and agrees that access to and use of the OTCQB Marketplace Services by the Company is accomplished by means of the Internet. OTC Markets Group shall issue preliminary user names and passwords to the Company to enable the Company to access OTCIQ and post Content subject to the terms of this Agreement, which OTC Markets Group shall review in making its determination on whether to designate the Company's securities as traded on the OTCQB marketplace. As soon as practicable after the execution and delivery of this Agreement, OTC Markets Group will deliver to the Company, for purposes of posting and updating the Content provided by the Company and use of the OTCQB Marketplace Services (a) the account designations and initial passwords requested by the Company on this Agreement, (b) instructions, and, (c) to the extent deemed necessary, in the sole and absolute discretion of OTC Markets Group, other security related codes (collectively, "**Company Credentials**"). OTC Markets Group may refuse to grant a user name that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by OTC Markets Group in 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 the OTCQB Marketplace Services 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, except for gross negligence or willful misconduct, for any misuse of the Company Credentials, whether through theft, misappropriation, deceit, Company 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; *provided, however*, that in the event of any such revocation or refusal, OTC Markets Group will provide alternative means for the Company to comply with its obligations hereunder. 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. OTC Markets Group will revoke existing, or provide new, Company Credentials to the extent reasonably requested in writing by the Company with a view to preventing any misuse of the Company Credentials. The Company may not sell, lease, furnish, or otherwise provide access to the Information to any person for any purpose, except as described in this 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.

4.3 **Authorized Users.** No one may use the Company Credentials at any time without express prior written consent of OTC Markets Group, except Authorized Users. An Authorized User may not give or lend its Company Credentials to anyone else, even another Authorized User. The Authorized User must contact OTC Markets Group immediately if it believes that the Company Credentials have been compromised. 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 4.8 herein, or by email at [issuers@otcmarkets.com](mailto:issuers@otcmarkets.com). In the event the Company wishes to designate a new Authorized User, the Company must submit an OTCIQ User Change Request Form located at <https://rightsignature.com/forms/OTCIQUser-Change--ed7db5/embedded/b68d6f354d3>. The Company shall be responsible for making certain that the information submitted to OTC Markets Group on the OTCIQ User Change Request Form is and remains true and correct at all times.

4.4 **OTC Disclosure & News Service.** The Company agrees that it will not provide any Content for publication on the OTC Disclosure & 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 OTC Disclosure & News Service, fraudulent, misleading, related to questionable stock promotion, or otherwise giving rise to a public interest concern.

- a. **Review and Modification of Content.** The Company understands and agrees that it is responsible to review Content posted through the OTC Disclosure & News Service. 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 & News Service; *provided, however*, that THE COMPANY MAY NOT DELETE ANY PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT, NEWS RELEASE OR FINANCIAL REPORT.
- b. **No Solicitation.** The Company hereby agrees that, in providing the OTC Disclosure & 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 & 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.

4.5 **Real-Time Level 2 Quote Display Service**

- a. **Linking to [www.otcmarkets.com](http://www.otcmarkets.com).** The Company may place a link on the Company's Website linking to 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 use graphic images pertaining to [www.otcmarkets.com](http://www.otcmarkets.com) unless it receives OTC Markets Group's express prior written consent;
  - ii. 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,
  - iii. 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.

- b. **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 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.

4.6 **Changes to the OTCQB Marketplace Services.** Except for the designation of the Company's securities as OTCQB securities, 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 OTCQB Marketplace Services, including terminating one or more of them, whether or not such modifications, amendments, or changes adversely affect the Company. The Company agrees that OTC Markets Group shall have no responsibility or liability whatsoever for any such adverse effects. OTC Markets Group shall provide information to the Company regarding any material modifications or amendments to any of the OTCQB Marketplace Services by e-mail.

IN THE EVENT THAT THE COMPANY DETERMINES THAT ANY AMENDMENT TO OR MODIFICATION OF ANY OF THE OTCQB MARKETPLACE SERVICES IS UNACCEPTABLE, THE COMPANY'S ONLY RECOURSE IS TO TERMINATE THIS AGREEMENT IN THE MANNER SET FORTH IN SECTION 6.2 HEREIN. THE COMPANY'S CONTINUED USE OF THE OTCQB MARKETPLACE SERVICES FOR MORE THAN 30 DAYS SUBSEQUENT TO ITS RECEIPT OF INFORMATION REGARDING A MATERIAL MODIFICATION OR AMENDMENT BY AN E-MAIL FROM OTC MARKETS GROUP WILL CONSTITUTE ACCEPTANCE BY THE COMPANY OF SUCH AMENDMENT OR MODIFICATION. IN THE EVENT OF TERMINATION, ALL PREVIOUSLY PAID FEES ARE NON-REFUNDABLE.

4.7 **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, 3<sup>rd</sup> Floor, New York, NY 10013, attention Office of the General Counsel, and to the Authorized Users identified on this Agreement, 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.

4.8 **Email.** 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 5 – Intellectual Property

5.1 **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.

**5.2 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 reuse 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

**5.3 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", "OTCQX", "OTCQB", "OTC Pink", "Pink Sheets", "OTCIQ", "OTC Disclosure & 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, marketing materials or publicity releases describing the Company as an OTCQB company and a user of the Services or the Information or with respect to any distribution of any Content or communication.

**5.4 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 posted through 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 & News Service and for any other reasonable purpose. OTC Markets Group may, at any time and from time to time, in its sole and absolute discretion, decline to post, or remove, Content for any reason, or for no reason, whatsoever.

5.5 **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 Office of the General Counsel at OTC Markets Group via e-mail to [info@otcmarkets.com](mailto:info@otcmarkets.com) or via mail to OTC Markets Group Inc., 304 Hudson Street, 3rd Floor, New York, NY 10013, attention of the Office of the General Counsel. Please put NOTICE OF INFRINGEMENT in the subject line of all such notifications.

## **Article 6 – Amendments and Termination**

6.1 **Amendments.** OTC Markets Group, in its sole and absolute discretion, may modify or amend any of the terms and conditions of this Agreement on sixty (60) days prior notice to the Company, 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 on [www.otcmarkets.com](http://www.otcmarkets.com) 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 or on [www.otcmarkets.com](http://www.otcmarkets.com) by OTC Markets Group from time to time.

### **6.2 Term; Termination.**

- a. This Agreement shall commence on the date executed by OTC Markets Group and shall continue (unless sooner terminated by the provisions hereof) for the period during which the Company's securities are designated as OTCQB securities.
- b. This Agreement may be terminated in each of the following circumstances:
  - i. By the Company upon withdrawing its securities from the OTCQB designation on at least 24 hours' prior written notice pursuant to Section 2.7 herein, provided that notice of the termination is included in such notice of withdrawal;
  - ii. By OTC Markets Group upon thirty (30) days prior written notice to the Company;
  - iii. By OTC Markets Group without prior written notice to the Company, in the event that the Company becomes insolvent; or the Company makes an assignment for the benefit of creditors; or the Company does not pay its debts as they become due or admits its inability to pay its debts when due; or the Company files or has filed against it any petition under any provision of the United States Bankruptcy Code or any other bankruptcy or insolvency statute; or an application for a receiver, trustee, or custodian is made by anyone; or the Company becomes the subject of any proceedings of bankruptcy, insolvency, reorganization, dissolution, receivership, liquidation or arrangement, adjustment, or composition with creditors;
  - iv. By OTC Markets Group on at least 48 hours' prior written notice to the Company, in the event that any representation, warranty or certification made or furnished by the Company is, as of the time made or furnished, false or misleading.

In the event of termination, all previously paid Annual Fees and Application Fees are non-refundable.

## Article 7 – Limited Liability and Indemnification

7.1 **LIMITED WARRANTIES.** NO WARRANTY IS GIVEN THAT OTCQB, OTCIQ, THE SERVICES OR THE INFORMATION IS ERROR-FREE. OTCQB, 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 OTCQB, OTCIQ, THE SERVICES, AND/OR RELATED PRODUCTS THAT OTC MARKETS GROUP OR ITS LICENSORS AND SUPPLIERS DIRECTLY OR INDIRECTLY PROVIDE.

7.2 **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 OTCQB, 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 OTCQB AND 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).

7.3 **Indemnification.** The Company agrees to indemnify and hold OTC Markets Group, its licensors and suppliers, and its and their shareholders, members, 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 OTCQB, OTCIQ, the Services or the Information, or receipt and utilization of OTCQB, 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 OTCQB, 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. The Company’s obligation to indemnify, hold harmless and make contribution under this Section 10.3 shall be conditioned on the following: (i) OTC Markets Group shall promptly notify the Company in writing of any claim, action or allegation (but, in any event, in a timely manner that does not prejudice the rights of the Company or OTC Markets Group); (ii) OTC Markets Group shall cooperate reasonably with the Company in the defense thereof and the Company shall be liable to OTC Markets Group for OTC Markets Group’s reasonable and duly documented expenses incurred in such cooperation (excluding reimbursement for the time value of OTC Markets Group’s employees, managers, directors, other agents and affiliates in providing such cooperation); and (iii) the Company shall have sole control of the defense and all related settlement negotiations, but upon OTC Markets Group’s request, shall apprise OTC Markets Group of the status of any proceedings or negotiations.

## Article 8 – Miscellaneous Provisions

8.1 **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.

8.2 **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.

8.3 **Status of Parties.** 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.

8.4 **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 OTCQB Agreement and the Attachments, the OTCQB 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.

8.5 **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.

8.6 **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.

8.7 **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.

8.8 **Survival.** Notwithstanding the expiration or termination of this Agreement for any reason, Article 1, as applicable, Sections 2.6, 2.7, 4.4, 4.5 and Articles 5, 7 and 8, shall survive any termination of this Agreement.

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

This Exhibit A is not applicable unless the Company subscribed to the Blue Sky Monitoring Service by checking the appropriate box on the OTCQB Application.

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.

**Payment for Blue Sky Monitoring Service.** The Blue Sky Monitoring Service Fee is payable upon submission of the Agreement. Thereafter, the Blue Sky Monitoring Service Fee will be invoiced annually. Invoice terms are payable upon receipt. The obligation of the Company under this Exhibit A to make payments to OTC Markets Group accrued prior to the date of termination shall survive any termination of this Agreement.