

END USER AGREEMENT

Please read this End User Agreement (“Agreement”) carefully. This Agreement is a legal document that details your rights and obligations as a user of the ATS software and system (including the API for the ATS software and system) (collectively, the “System”) provided to you by AYSON Trading Software, LLC (“ATS”) and your participating financial institution (“PFI”). You cannot use the System until you have accepted the terms of this Agreement. ATS reserves the right to update or revise this Agreement from time to time and any changes will be effective immediately upon posting on the System or the ATS website (<http://www.ayson.us>). If you do not accept the terms of this Agreement or any changes proposed by ATS, your only remedy is to discontinue using the System. You agree that ATS and PFI may rely on your acceptance of this Agreement as if you had manually signed it.

1. LICENSE.

1.1 License. Subject to the other terms and conditions set forth herein, ATS hereby grants to you a limited, non-exclusive, non-transferable, worldwide license to access and use the System and the Website (but not to access or use the source code relating to the System). You shall not (i) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, permit or otherwise attempt to derive any source code of the System; (ii) alter or copy, or direct a third party to alter or copy, any part of the System or Website; or (iii) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the System or Website to any third party.

1.2 End User Compliance. Your access to, and use of, the Website and the System are expressly subject to your compliance with the terms of (i) this Agreement, and (ii) any written guidelines for using the Website or System posted on the Website as amended from time to time (including the Website's privacy policy, if any, collectively the "Operating Procedures"). In the event of any inconsistency between this Agreement and the Operating Procedures, this Agreement shall prevail. ATS shall have the right, at any time to amend the provisions of the Operating Procedures by posting on the Website. Upon receiving written notification (including by ATS posting on the Website) of any restrictions on the System imposed by ATS or any embedded third-party software vendors, you agree to comply with any such restrictions.

2. USE OF THE SYSTEM

2.1 Your Access. You will be instructed by your PFI on how to access the System and will be assigned a separate user name and Password. You agree to keep confidential any Passwords used to access the Website and System. You acknowledge that ATS and the PFI may accept as valid any information transmitted with a valid user name and password and shall not have any duty to verify the information. ATS will not be responsible to determine whether any information transmitted was authorized by you or a PFI; or whether there has been an alteration or corruption of the information transmitted to, or from, the System. In the context of the preceding sentences, "information" shall include all bids, offers, orders, commands and any other data or information submitted to the System. You agree to promptly notify ATS and your PFI as soon as you become aware of any unauthorized use or misuse of the System or the Passwords.

2.2 Suspension or Limitation. Notwithstanding any other provision of this Agreement, you acknowledge that ATS or your PFI shall have the right to restrict your access to or to impose limits or suspend your use of or access to the System or Website.

2.3 Conditions of Use. When using the System, you shall: (i) provide, at your sole cost and expense, all services, hardware, software, and other technology (including Internet access service) necessary to access the System (“Access Systems”) and you shall be solely responsible for installing, maintaining, securing and supporting all such technology; (ii) promptly report to ATS any errors or irregularities in the performance of the System and, if the System fails to function in accordance with corresponding specifications, you shall provide: (a) copies of any and all programs, reports, data files, and other materials reasonably requested by ATS; (b) support sufficient for ATS to duplicate such failure; and (c) sufficient test time within which ATS shall use its commercially reasonable efforts to correct such failure; (iii) perform your obligations hereunder and ensure that your use of the System shall comply with any and all applicable laws, rules, and regulations; and (iv) assume full responsibility for all risk associated with your use of the System, including, but not limited to, risk associated with your investment decisions as well as any financial obligations arising with respect to third parties resulting from your use of the System.

2.4 Availability. While ATS’ objective is to make the System available on a 24x7 basis (except for reasonably scheduled downtime during non-trading hours), ATS shall not be responsible for any damages or costs incurred by you for any unavailability or downtime of the System. ATS may make the System, or portions thereof, unavailable from time to time for any reason including, without limitation, routine maintenance.

2.5 Access to Data. If in providing the System, ATS or any of its subcontractors or other third-party service providers (collectively “ATS Providers”) requires access to any of your data, you hereby grant to such ATS Providers a limited, non-exclusive, worldwide, royalty-free license to access, use, display, copy, store, translate, edit, and distribute any or all of your data across multiple computer systems, solely to operate, maintain, and delivering the System and providing support services to you.

2.6 Risk of Transactions. ATS is not responsible for transmission errors, corruption, or compromise of data carried over local or interchange telecommunications carriers. You agree that (i) ATS shall not directly or indirectly, be a principal to any transaction or be responsible for, or otherwise guarantee, the performance of any transaction entered via the System, (ii) no ATS Party shall have any liability to you or any other party for any transaction executed via the System and you shall not proceed against any ATS party to collect or recover any amounts owed to you or to enforce any of your rights in connection with, or as a result of, such transaction; (iii) no service provided by ATS in connection with the System the Website, or otherwise shall give rise to any fiduciary or equitable duties on the part of an ATS Party; (iv) the submitting or posting of any information to or on the System by ATS, or any other party shall not be deemed to be a recommendation by any such person that you should enter into any particular transaction or that any particular transaction is suitable or appropriate for you.

2.7 Specifications for Access. ATS shall provide specifications, which may be updated, modified or amended from time to time (“Specifications”) for Access Systems that ATS requires to be used to access and use the System. ATS shall not be responsible for the performance of the Website or System if your Access Systems are not in conformance with the Specifications.

2.8 Control of System. You acknowledge that ATS shall have sole discretion and control over, and the right to modify at any time, the Website's and the System's functionality, configuration, appearance and content, including without limitation: (i) the parameters and protocols by which orders are placed, routed, matched, or otherwise processed by the System; and (ii) the availability of the Website and the availability of the System at any particular places, times or locations.

3. PROPRIETARY RIGHTS

3.1 ATS Property. "ATS Property" includes, but is not limited to, the System and the Website, all materials associated therewith, and any other content, products, documentation, software, materials, or other technology related to the System including, but not limited to, any modifications, enhancements, updates, and configurations, whether written, printed, electronic, or in source code or any other format, and any patent, copyright, trade secret, trademark, service mark, or other intellectual property rights in any of the foregoing.

3.2 Ownership. ATS retains all rights, title, and interest in and to the ATS Property. ATS grants only those rights and licenses expressly provided for herein and does not thereby transfer any title or ownership interest to the ATS Property or any modifications, enhancements, or derivative works thereof. You shall not interfere with or otherwise challenge ATS' rights in the ATS Property or remove or alter, or cause or allow to be removed or altered, any notice, symbol, or legend or any trademark, copyright notice, or other proprietary rights appearing in or on any of the ATS Property. You hereby assign to ATS all rights it may have in any suggestions, concepts, improvements, or other enhancements communicated by you to ATS concerning the System.

4. CONFIDENTIALITY

4.1 Each party shall at all times, both during the term hereof and for a period of at least three (3) years after termination, keep in confidence all Confidential Information (as defined below) received by one party from the other using a standard of care such party uses with its information of this nature, but in no event less than reasonable care. The receiving party shall not use any Confidential Information other than in the course of its permitted activities hereunder. If a party is legally compelled to disclose any of the other party's Confidential Information, then, prior to such disclosure, the receiving party will (i) assert the privileged and confidential nature of the Confidential Information and (ii) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, the receiving party shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

4.2 “Confidential Information” shall mean the terms of this Agreement, computer software systems and programs, data, operation techniques and methodology, ideas, concepts and documents and business plans, marketing plans, affiliated parties, potential clients, client and supplier lists, trading strategies, pricing information, financial data and all information a party discloses to the other during the course of this Agreement which (i) has been characterized in writing as confidential at the time of its disclosure, (ii) has been orally characterized as confidential at the time of disclosure, or (iii) ought reasonably be considered by the receiving party to be confidential given the circumstances of the disclosure, except for information which the receiving party can demonstrate: (a) is previously rightfully known to the receiving party without restriction on disclosure; (b) is or becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or public domain; (c) is disclosed to the receiving party by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by the receiving party without access to the Confidential Information.

4.3 Notwithstanding the above, you agree to maintain the confidentiality of all “trade secrets” of ATS forever, unless written consent otherwise is received by you. “Trade Secret” information covered by this restriction shall include, but shall not be limited to, any information related to the System and documentation, the fact that you have entered into this Agreement with ATS, and the existence of the System. All terms and conditions concerning Confidential Information shall pertain to “trade secrets” except that the obligation of non-disclosure shall be perpetual concerning “trade secrets.”

5. OWNERSHIP AND USE OF DATA

The parties acknowledge and agree that, as between you and ATS, all information and data collected, processed or generated as a result of your use of the System, including all personally identifiable information related to an individual (collectively, “User Data”), shall be owned by you. ATS shall treat all User Data as your Confidential Information. ATS shall be entitled to maintain backup databases of User Data, but shall only use such User Data as necessary to fulfill its obligations under this Agreement, or as outlined in Exhibit A. Upon written request by you and payment of a nominal fee to cover ATS’ administrative costs, ATS will provide to you a copy of your raw User Data as it exists on ATS’ databases on a compact disk or other mutually agreed to the media format. ATS makes no representation or covenant respecting your PFI’s access to or use of User Data. Such access and use may be governed by your agreement(s) with your PFI.

6. WARRANTY; DISCLAIMERS

6.1 You. If you are a natural person, you represent and warrant that you are at least 18 years of age and competent to enter into this Agreement. If you are not a natural person, you represent and warrant that you are duly organized and competent to do business under the applicable laws of the relevant jurisdiction, and you (and each person using the System on your behalf) is duly authorized to enter into this Agreement and take all actions contemplated hereby.

6.2 ATS. ATS warrants that the System shall perform in all material respects in accordance with the then-current documentation provided by ATS. ATS's sole responsibility, and your sole remedy, under this warranty concerning any material defects in the System shall be ATS' use of commercially reasonable efforts to correct the defect within a reasonable period. ATS shall have no responsibility for, and this warranty shall be voided in the event of: (i) errors or defects caused by your or PFI's neglect, misuse, or damage to the System; (ii) use of the System with any technology or data not in accordance with the ATS's specifications; (iii) use of data input forms not provided by or approved by ATS; or (iv) any loss of data or use of the System as a result of any breach of security of the technology used by you or PFI in connection with the System. EXCEPT AS EXPRESSLY OUTLINED IN THIS AGREEMENT, THE SYSTEM (INCLUDING THE WEBSITE) AND ANY CONTENT PROVIDED THEREIN IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. ATS DOES NOT WARRANT THAT: (A) THE SYSTEM SHALL SATISFY YOUR REQUIREMENTS; (B) IS WITHOUT DEFECT OR ERROR, OR (C) SHALL OPERATE IN AN UNINTERRUPTED OR ERROR-FREE MANNER. ATS does not and cannot control the flow of data to or from ATS' network, its service provider's network, or other portions of the Internet. Accordingly, ATS cannot guarantee that your connection to the Internet will not be impaired or disrupted, and ATS hereby disclaims any liability resulting from or related to such events. Without limiting the generality of the foregoing, ATS makes no warranty that the transactions communicated via the System will be executed or completed or that information posted on the System will be timely or accurate.

7. DATAFEEDS

7.1 Datafeeds. In conjunction with the System, ATS may provide access to certain third-party datafeeds (each, including the data and content in same, a "Datafeed"). Except as expressly set forth herein, the terms and conditions governing any such Datafeeds shall be as required by the applicable third-party provider's (including their affiliates or their licensors, as applicable) (each a "Third Party Data Provider") data policies and agreements, as may be updated from time to time by the applicable Third-Party Data Provider (the "Data Policies") (for example, certain of Chicago Mercantile Exchange Inc.'s data policies are described on www.cmegroup.com and in Attachment 1 hereto). If there is a conflict between a provision of this Agreement and any provision of the Data Policies, then solely concerning the Datafeed subject to such Data Policy, the applicable Data Policy will control. About the Datafeeds:

7.1.1 Editorial Content. Each Third-Party Data Provider has complete editorial freedom about the form and content of its respective Datafeed and may alter, add to or delete the same from time to time. ATS will use commercially reasonable efforts to pass through any advance notice of such changes to you.

- 7.1.2 Obligations Regarding Datafeeds. You shall comply with the applicable rights and restrictions pertaining to each Datafeed and shall be fully responsible and liable for your acts with respect to, and use of, such Datafeed.
- 7.1.3 Ownership. The third-party Datafeed provider, their affiliates or any of their licensors, as applicable (each a “Third Party Data Provider” and collectively, the “Third Party Data Providers”), shall retain all right, title and interest in and to the Datafeeds, and no proprietary rights shall be transferred to you regarding same. You agree that misappropriation or misuse of a Datafeed shall cause serious damage to the applicable Third-Party Data Provider, and in such event money damages may not constitute sufficient compensation to the Third-Party Data Provider; consequently, you agree that in the event of any misappropriation or misuse, the applicable Third-Party Data Provider shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which such Third Party Data Provider may be entitled.
- 7.1.4 Legal Compliance. You shall (i) not use or permit anyone to use the Datafeed or any information or software provided through the Datafeed for any unauthorized or unlawful purpose; and (ii) shall comply with all applicable regulations, conditions or restrictions laid down from time to time by any statute, court order, telecommunications provider and/or regulatory authority in connection with access to, use, storage and transmission of the Datafeed or any information or software provided therein.
- 7.1.5 No Reuse or Redistribution. You shall not, and shall not authorize or permit anyone else to furnish any information or software provided via a Datafeed (including any derivative works based on or using such information or software) to any person or firm for reuse, redistribution or retransmission or any kind without the prior written approval of appropriate Third Party Data Provider. You may not, and shall not permit any third party to, transfer, sell, resell, lease, rent, sublicense, adapt, modify or store for subsequent use the Datafeeds for any such purpose, in whole or in part, in any form or manner or by any means whatsoever, without the applicable Third-Party Data Provider’s prior written approval. In addition, you shall not use any Datafeed separately from the System.
- 7.1.6 Audit. ATS or a Third Party Data Provider may, on reasonable advance written notice, inspect all equipment and records relating to the use, distribution, and control of the Datafeed and all information or software provided via the Datafeed, to verify compliance with your obligations under this Agreement. Audits may be carried out without advance notice if ATS or a Third Party Data Provider has reason to suspect material breach of this Agreement by you. Visits to your location(s) may take place within normal business hours during the term of this Agreement and for a period of two (2) years thereafter. ATS and the Third-Party Data Provider shall treat all information obtained in the audit confidentially and use it only to verify compliance with this Agreement.

7.1.7 DISCLAIMER FOR DATAFEEDS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ATS AND THE THIRD-PARTY DATA PROVIDERS PROVIDE THE DATAFEEDS "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND YOUR USE OF THE DATAFEEDS IS AT YOUR OWN RISK. WITHOUT LIMITING THE FOREGOING, ATS AND THE THIRD-PARTY DATA PROVIDERS DO NOT WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, ADEQUACY, TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE DATAFEEDS. ATS AND THE THIRD PARTY DATA PROVIDERS (EITHER INDIVIDUALLY OR COLLECTIVELY) SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES SUFFERED OR INCURRED CONCERNING ANY ACTUAL OR ALLEGED INACCURACY, UNTIMELINESS, INCOMPLETENESS, INADEQUACY, LACK OF TITLE, INFRINGEMENT, UNFITNESS, UNMERCHANTABILITY OR UNAVAILABILITY OF THE DATAFEEDS HOWEVER THEY MAY ARISE. YOU ACCEPT FULL RESPONSIBILITY FOR YOUR USE AND THE USEFULNESS OF THE INFORMATION AND SOFTWARE INCORPORATED INTO THE DATAFEEDS.

7.1.8 LIMITATION OF LIABILITY FOR DATAFEEDS. IN NO EVENT SHALL ATS OR ANY THIRD-PARTY DATA PROVIDER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOST TIME OR GOODWILL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF ATS OR A THIRD-PARTY DATA PROVIDER IN CONNECTION WITH THE DATAFEEDS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, EXCEED THE FEES PAID BY YOU TO ATS FOR SUCH DATAFEED DURING THE SIX (6) MONTH PERIOD IMMEDIATELY BEFORE THE DATE THE CAUSE OF ACTION FIRST OCCURRED.

7.2 Termination of Datafeeds. You acknowledge and agree that ATS's rights to distribute, and your rights to access, a particular Datafeed depend on ATS's license with the applicable Third-Party Data Provider. Access to a Datafeed is subject to suspension or termination (as applicable) if: (i) ATS's license to grant you access to such Datafeed is suspended, terminates or expires, (ii) ATS has reason to suspect your non-compliance with this Agreement or the applicable Datafeed's Data Policy, or (iii) a Third-Party Data Provider provides direction to ATS to suspend or cease distribution of a Datafeed for any reason. Any such termination shall be without liability for any damage, loss, or expenses of any kind that you incur or suffer arising from or incident to any such termination.

7.3 Additional Terms. Additional disclosures, obligations and disclaimers about specific Third-Party Data Providers are outlined in Attachment 1 hereto.

8. TERMINATION

8.1 Termination. ATS may terminate this Agreement and your access to the System at any time, for cause or no cause, with or without written (including electronic) notice. You may terminate this Agreement at any time by discontinuing your use of the System and deleting or destroying all copies of software or other components of the System provided hereunder that are on your Access Systems.

8.2 Your Responsibilities Upon Termination. Upon termination or expiration of this Agreement, you shall cease using the System and promptly delete or destroy all copies of software or other components of the System provided hereunder that are on your Access Systems. You shall also return all documentation and all related materials to ATS (or destroy all copies thereof) within fourteen (14) days following the date of termination.

9. LIMITATION OF LIABILITY

9.1 EXCEPT FOR ATS' INDEMNIFICATION OBLIGATIONS IN SECTION 9.2, IN NO EVENT WILL ATS OR ANY ATS PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFITS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. FURTHER, ATS AND EACH ATS PARTY SHALL HAVE NO LIABILITY WHATSOEVER TO YOU FOR ANY AND ALL CLAIMS REGARDING THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED EXCEPT IN THE EVENT OF ATS' GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT. IN JURISDICTIONS WHICH RESTRICT LIMITATION OF LIABILITY PROVISIONS, THE LIABILITY OF ATS AND THE ATS PARTIES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

9.2 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ATS IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF INFORMATION, DATA, CONTENT OR OTHER MATERIAL IMPORTED INTO THE SYSTEM THAT HAS BEEN PROVIDED BY YOU OR A THIRD PARTY, NOR IS ATS RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF ANY INFORMATION, DATA, CONTENT OR OTHER MATERIAL FOUND ON ANY THIRD-PARTY WEB SITES TO WHICH THE SYSTEM MIGHT LINK.

10. INDEMNIFICATION

10.1 You. You agree to defend, hold harmless and indemnify ATS and ATS Parties from and against any claim, suit, or proceeding brought by a third party against ATS or ATS Parties to the extent that it is based on a claim arising, directly or indirectly, out of your use of the System (a "Covered Proceeding") except for claims for which ATS has an indemnity obligation in Section 9.2 below, and you shall pay all costs incurred by and damages (including reasonable attorneys fees and disbursements) awarded against ATS or an ATS Party arising out of such Covered Proceedings. ATS shall reasonably cooperate with you about the defense of any Covered Proceedings or threatened Covered Proceedings. ATS reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. You shall not defend, hold harmless or indemnify ATS or ATS Parties for any actions brought against ATS that arise out of the gross negligence, fraud or willful misconduct of ATS.

10.2 ATS. ATS agrees to defend or settle (at ATS' expense and in ATS' sole discretion) any claim, suit or proceeding brought by a third party against you to the extent that it is based on a claim that the System infringes any copyright, patent, registered trademark, or other intellectual property right or constitutes a misappropriation of a trade secret. Such indemnity, however, is specifically exclusive of any such claims which arise or result from (i) your misuse of the System; (ii) alteration of the System by you; (iii) your use of the System in combination with apparatus, hardware, software or services not provided, authorized or furnished by ATS (including any use or combination of the System via the API); and (iv) your use of the System in a manner that violates applicable law or regulation of any governmental authority or self-regulatory agency or authority, this Agreement, the Operating Procedures or in a manner for which the System was neither designed or contemplated. You shall promptly notify ATS in writing of any claim, suit or proceeding that ATS may have obligations concerning under this Section 9.2. You shall cooperate with ATS at ATS' expense about the defense of any suit or threatened suit. ATS shall have full control of any such claim, proceeding or suit and the authority to settle or otherwise dispose of any such suit or threatened suit, and to appeal any adverse judgment which may be entered. ATS shall not be responsible for any compromise or settlement made without its consent. Upon written notice of a claim that the System is infringing a third party's intellectual property rights, ATS may, but is not obligated to (i) modify or replace the System to make it non-infringing; (ii) procure any rights from any third party necessary to offer the System; or (iii) terminate providing the System, in each case in satisfaction of its obligations under this Section 9.2. The foregoing states ATS' complete obligation and your sole and exclusive remedy for infringement claims arising under or related to this Agreement.

11. DEFINITIONS

11.1 "ATS Party" shall mean ATS and its affiliates, employees, officers, directors, contractors, representatives, consultants and agents.

11.2 "Passwords" shall mean the access identification codes and passwords provided by ATS to Participating Financial Institution for their use or use by their clients, including, without limitation, all security identification codes and passwords provided by ATS to PFI for use by You.

11.3 "Website" shall mean the Internet website through which You access the System.

12. MISCELLANEOUS

12.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom.

12.2 This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, legal representatives and assigns. Notwithstanding the foregoing, you shall not assign your rights or obligations hereunder without the prior written consent of ATS.

12.3 Your PFI is a third-party beneficiary to the applicable sections of this Agreement.

12.4 This Agreement and performance hereunder shall be governed by the laws of the State of Illinois, without regard to its principles or rules regarding choice of law. No action involving this Agreement may be brought except in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois, Eastern Division.

12.5 If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall be modified to the extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

12.6 A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

12.7 The provisions of this Agreement that require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.

12.8 Neither party shall be in default or be liable for any delay, failure in performance or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

12.9 The relationship between ATS and you is that of independent contractors and neither you nor your agents shall have any authority to bind ATS in any way.

12.10 Any notices required to be sent to ATS under this Agreement shall be in writing and sent to ATS at the following address:

360 S. Garfield Ave Apt 17, Monterey Park, CA 91754

All notices shall be deemed given when received in the case of personal delivery or delivery by first-class registered or certified mail or an overnight courier that produces written evidence of delivery.

EXHIBIT A

DATA PROTECTION ADDENDUM

This Data Protection Addendum (the “Addendum”) forms part of any written or electronic agreement(s) between ATS, your PFI and you relating to your access to certain technology, software and online services solely where ATS processes Personal Data for which you qualify as a Controller (the “Agreement(s)”). The Addendum sets out obligations of ATS and you concerning data protection about the Agreement(s).

The parties hereto agree as follows:

Definitions

“**Authorized Recipients**” means ATS and its respective contractors and third-party providers which assist in providing the Services as of the date of this Addendum;

“**PFI**” includes any entity that owns or controls, is owned or controlled by or is or under common control or ownership with PFI, where control is defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise; or any of PFI’s clients and or PFI’s end users of the Services;

“**Data**” means any information or data to be processed by ATS under the Agreement(s), including any Personal Data, if applicable;

“**ATS**” includes an entity: (a) that Processes Personal Data for which PFI qualifies as a Controller; and (b) which owns or controls, is owned or controlled by or is under common control or ownership with Vendor where control is

defined as the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

“**GDPR**” means the General Data Protection Regulation 2016/679 (GDPR) or its equivalent data protection or privacy laws;

“**Services**” means a subscription for and/or an end-user access to certain technology, software and online services provided by ATS to PFI under an Agreement(s) solely where ATS processes Personal Data for which PFI qualifies as a Controller.

The terms, “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Processing**” and “**ATS**” shall have the same meaning as in the GDPR, and their related terms shall be construed accordingly.

1. In the course of ATS providing the Services under the Agreement(s), PFI may from time to time provide or make available Data to ATS. The parties acknowledge and agree that, about any Personal Data provided or made available to ATS for Processing by PFI under the Agreement(s), PFI will be the Controller and ATS will be an ATS for the GDPR.
2. The Agreement(s) determines the subject matter and the duration of ATS’s Processing of Personal Data, as well as the nature and purpose of any collection, use and other processing of Personal Data and the obligations of PFI.
3. PFI represents and warrants it has obtained and will maintain all necessary authorizations and consents required by the GDPR to enable ATS to provide the Services and is entitled to transfer the relevant Personal Data to ATS so that ATS may lawfully Process the Personal Data by the Agreement(s) on PFI’s behalf, which may include ATS Processing the relevant Personal Data outside the country where PFI and the Data subjects are located for ATS to provide the Services and perform its other obligations under the Agreement(s).
4. ATS shall Process the Personal Data only following any lawful and reasonable instructions given by PFI

from time to time as documents in and by the terms of the Agreement(s).

5. ATS shall ensure that all persons it authorizes to access the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
6. ATS may engage the Authorized Recipients as ATSS under the Agreement(s) and ATS shall (i) impose upon such ATSS the equivalent data protection obligations as set out herein and (ii) be responsible for the acts and omissions of its Authorized Recipients under the Agreement(s). ATS shall inform PFI of any intended changes concerning the addition or replacement of other ATSS not permitted hereunder, by making such information available to PFI before the GDPR effective date. Unless PFI objects to such changes in writing setting out its reasonable concerns in detail within four (4) weeks from such notice, the change shall be deemed accepted by PFI. If PFI objects, ATS shall consult with PFI, consider PFI's concerns in good faith and inform PFI of any measures taken to address PFI's concerns. If PFI upholds its objection and/or demands significant accommodation measures and either would result in a material increase in cost to provide the Service, ATS shall be entitled to increase the fees for the Service or, at its option, terminate the relevant Agreement.
7. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, PFI and ATS shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.
8. Each party shall take reasonable steps to ensure that any natural person acting under its authority who has access to Personal Data does not process them except on instructions from it.
9. Upon PFI's written request, ATS shall (at PFI's choice) delete or return all Personal Data Processed on behalf of PFI to PFI after the end of the provision of Services relating to Processing, subject to ATS retaining any copies required by applicable law.
10. ATS shall cooperate with PFI as reasonably requested by PFI to assist PFI with its compliance with its legal obligations under Chapter III and under Articles 32 to 36 of the GDPR, and PFI shall reimburse ATS for any time spent by ATS personnel as part of any such cooperation at ATS's then

standard professional services rate, together with any out of pocket costs reasonably incurred.

11. If ATS becomes aware of any breach of security leading to the accidental, unauthorized or unlawful destruction, loss, alteration, or disclosure of, or access to the Personal Data that ATS Processes for the PFI, ATS shall without undue delay notify PFI thereof.

12. Where ATS is acting as an ATS under the Agreement(s), at PFI's written request, no more than once per year unless required under applicable law, ATS shall make available to PFI all information reasonably necessary to demonstrate ATS's compliance with the obligations set out in this Addendum. To this end, ATS may allow a reputable third-party auditor chosen by ATS to perform audits on PFI's behalf and PFI hereby authorizes ATS to issue such mandate to the third-party auditor.