

**Exchange Data International  
Worldwide Corporate Actions, Worldwide Dividends & Worldwide Shares Outstanding Services Via FinDataPortal™  
Order Form & Licence Agreement**

Fill in completely & Return to your Sales Representative

| Subscriber Address                                     |                  | Account Contact |       |
|--|------------------|-----------------|-------|
| Name: _____  | Attention: _____ | Tel: _____      | _____ |
| Department: _____                                      |                  | Fax: _____      |       |
| Street: _____  |                  | Email: _____    |       |
| City: _____  |                  |                 |       |
| Zip Code: _____  |                  |                 |       |
| Tel: _____   |                  |                 |       |
| Billing Address (If different from Subscriber address) |                  |                 |       |
| Company Name: _____                                    | Attention: _____ | Tel: _____      | _____ |
| Department: _____                                      |                  | Fax: _____      |       |
| Street: _____  |                  | Email: _____    |       |
| City: _____  |                  |                 |       |
| Zip Code: _____  |                  |                 |       |
| Authorized Site(s)                                     |                  |                 |       |
| 1 _____  |                  |                 |       |
| 2 _____  |                  |                 |       |
| 3 _____  |                  |                 |       |
| Technical Contact                                      |                  |                 |       |
| Name: _____  | Attention: _____ | Tel: _____      | _____ |
| Department: _____                                      |                  | Fax: _____      |       |
| Street: _____  |                  | Email: _____    |       |
| City: _____  |                  |                 |       |
| Zip Code: _____  |                  |                 |       |
| Services Details (Tick as Appropriate)                 |                  |                 |       |
| See Appendix 1 - For Package Name & Price              |                  |                 |       |
| Worldwide Corporate Actions                            |                  | Monthly Fees    |       |
| Package: _____   |                  | US\$            | _____ |
| Start date: _____                                      |                  |                 |       |
| Worldwide Dividends                                    |                  | Monthly Fees    |       |
| Package: _____   |                  | US\$            | _____ |
| Start date: _____                                      |                  |                 |       |
| Worldwide Shares Outstanding                           |                  | Monthly Fees    |       |
| Package: _____   |                  | US\$            | _____ |
| Start date: _____                                      |                  |                 |       |
| <b>Total Monthly Fees:</b>                             |                  | US\$            | _____ |

Subscriber has caused this Order Form & License Agreement to be executed as of the date set forth below. By its execution hereof, subscriber acknowledges that subscriber has read the Terms & Conditions attached hereto and agrees to be bound thereby, and that subscriber has made no modifications to such Terms & Conditions. Subscriber may execute this agreement and return it to Exchange Data International via Email or Facsimile Transmission; provided, however, that subscriber also returns the hard copy original of the agreement to Exchange Data International by First-Class mail, Overnight delivery or Messenger.

For and on behalf of Exchange Data International Ltd

For and on behalf of [Insert Subscriber name]

By:

By:

Name (printed):

Name (printed):

Date:

Date:

## Appendix 1

**Exchange Data International  
Worldwide Corporate Actions, Worldwide Dividends & Worldwide Shares Outstanding Services  
Pricing Schedule**

| Packages                                       | Entitlement    | Minimum Fee per Month | Additional Monthly Fee for Inquiries in Excess of Entitlement |
|--|----------------|-----------------------|---|
| <b>Pack #1 - Basic</b>                         | None           | None                  | US\$ 1.00/hit   |
| <b>Pack #2 - Custom</b>                        | 375 hits       | US\$ 300              | US\$ 0.80/hit   |
| <b>Pack #3 - Custom - Single Enterprise</b>    | None           | US\$ 2000             | N/A   |
| <b>Pack #4 - Custom - Region Enterprise</b>    | None           | US\$ 4000             | N/A   |
| <b>Pack #5 - Portfolio</b>                     | 500 Securities | US\$ 300              | US\$ 0.55/security for 501 - 1000                             |
|  |                |                       | US\$ 0.50/security over 1000                                  |
|  |                |                       | Maximum Fee US\$ 2000   |
|  |                |                       | US\$ 0.50/hit Search Outside Portfolio                        |
| <b>Pack #6 - Portfolio - Single Enterprise</b> | None           | US\$ 3000             | N/A   |
| <b>Pack #7 - Portfolio - Region Enterprise</b> | None           | US\$ 4000             | N/A   |

- **Pack #1 – Basic**
  - o Basic Search - Single Issue Queries
- **Pack#2 – Custom**
  - o Basic Search - Single Issue Queries
  - o Custom Search – Searching based on date range, listing, country...
- **Pack #3 – Custom – Single Enterprise**  
One Location with Single or multiple users (internal use only)
  - o Basic Search - Single Issue Queries
  - o Custom Search – Searching based on date range, listing, country...
- **Pack #4 – Custom – Region Enterprise**  
Firm-wide (internal use only)
  - o Basic Search - Single Issue Queries
  - o Custom Search – Searching based on date range, listing, country...
- **Pack #5 – Portfolio**
  - o Basic Search - Single Issue Queries
  - o Custom Search – Searching based on date range, listing, country
  - o Portfolio Search – Searching based on securities held in the portfolio
  - o Portfolio Manager
- **Pack #6 - Portfolio - Single Enterprise**  
One Location with Single or multiple users (internal use only)
  - o Basic Search - Single Issue Queries
  - o Custom Search – Searching based on date range, listing, country
  - o Portfolio Search – Searching based on securities held in the portfolio
  - o Portfolio Manager
- **Pack #7 - Portfolio - Region Enterprise**  
Firm-wide (internal use only)
  - o Basic Search - Single Issue Queries
  - o Custom Search – Searching based on date range, listing, country
  - o Portfolio Search – Searching based on securities held in the portfolio
  - o Portfolio Manager

**EXCHANGE DATA INTERNATIONAL LIMITED  
LICENCE AGREEMENT AND ORDER FORM**

**WHEREAS**, Exchange Data International Limited ("EDI"), a company incorporated under the laws of England and Wales, and its Third-Party licensors, own and retain all proprietary rights (including, but not limited to, trademarks and copyrights) to and interests in certain information products;

**WHEREAS**, Subscriber desires a licence to access and use the data and information specified on the Order Form that accompanies this licence Agreement (collectively "the Agreement") in accordance with the terms and conditions hereof. NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Definitions.** As used herein, the following terms are defined as follows:
  - A. **"Agreement"** - The Exchange Data International Order Form, licence Agreement and attachments hereto.
  - B. **"Order Form"** - The Exchange Data International Order Form listing the Products which the Subscriber wishes to access and which is attached to this Agreement.
  - C. **"Data"** – All such information included in the Products comprising EDI's proprietary databases.
  - D. **"Distributor"**- FinDataPortal Inc.
  - E. **"Products"**- Worldwide Corporate Actions, Worldwide Dividends, Worldwide Shares Outstanding and such other proprietary data products as EDI may from time to time make available to its Subscribers.
  - F. **"Subscriber"** - The entity identified as the "Subscriber" on the Order Form, not including any of its affiliates, subsidiaries or other related entities.
  - G. **"Third-Party Licensor"** - A third party that has licenced to EDI any data incorporated into the Data.
  - H. **"User"** - An employee of Subscriber permitted by EDI (or by the Subscriber, if Subscriber has been granted System Administration responsibilities) to access the Data.
  - I. **"Inquiry"** - Each screen and/or display page(s) that a User accesses on Distributor's (as defined in Section 3A, below) service that contains the Data.
  
2. **Licence and Restrictions.**
  - A. Subscriber is hereby granted a non-exclusive, non-transferable, limited licence to access the Data via the Distributor designated on the Order Form for its internal use only, subject to the terms and conditions of this Agreement and only at the Authorized Site(s) listed on the Order Form. Subscriber will use the Data only in the manner as described in this Agreement, including any attachments. If Subscriber is granted System Administration responsibilities, Subscriber shall be solely responsible for the entitling of Users to access the Data.
  - B. Except as provided in Section 4 below. Subscriber is prohibited from (i) publishing, reproducing and/or otherwise redistributing the Data in any manner, whether externally or internally within its organization; and (ii) providing access to the Data, or any portion of the contents thereof, to any person, firm, or entity that is not a Subscriber within the definition of Section 1 F and/ or expressly permitted access under this Agreement. Subscriber shall take all precautions necessary to (i) avoid unauthorized access by any of its employees or any other third-party and (ii) avoid any unauthorized distribution of the Data, and (iii) protect the proprietary rights of EDI and its Third-Party Licensors in the Data.
  - C. Subscriber may not modify, reverse engineer, disassemble, decompile, database, or store the Data or any part thereof or create derivative works based thereon. Subscriber and its Users shall not attempt to access any Data to which Subscriber has not subscribed on the Order Form, and shall not permit any codes incorporated in the Data to be modified or circumvented.
  - D. If Subscriber has been granted System Administration responsibilities, Subscriber shall designate an individual to serve as the "Technical Contact", who will be responsible for supporting Users of the Data via Subscriber's internal network, assuring compliance with terms and conditions of this Agreement and communicating with EDI regarding these issues. Subscriber must identify the Technical Contact in the space provided in the Order Form, and notify EDI in writing within thirty (30) days of a different person assuming these responsibilities.

E. During the term of this Agreement and for a six (6) month period thereafter, EDI shall have the right, during normal business hours and upon reasonable notice to Subscriber, to (i) inspect the methods and processes by which any portion of the Data is accessed and (ii) audit the manner of distribution of and the granting of access to the Data by Subscriber, in each case to confirm that restrictions on access have been observed, and to establish compliance generally with the terms of this Agreement. EDI shall be entitled to exercise such audit right no more than once per calendar year. The failure by EDI to exercise any such audit right shall in no way relieve Subscriber from its responsibilities to fully comply with the terms and conditions of this Agreement.

**3. Delivery.**

A. Subscriber may access the Data via the service operated by FinDataPortal, which has an agreement with EDI permitting distribution of the Data. If EDI's agreement with the Distributor is terminated during the term of this Agreement, EDI reserves the right to terminate this Agreement upon written notice to Subscriber, unless EDI can deliver the Data through an alternate Distributor or via a delivery method acceptable to both parties. In such event, EDI shall, at its option, refund or credit Subscriber a pro-rata portion of any fees prepaid by Subscriber.

B. Subscriber shall promptly advise EDI of any unauthorized disclosure or misuse of any password that comes to its attention and cooperate with EDI in enforcing the restrictions and limitations set forth herein or implemented by EDI in connection therewith. EDI shall not be responsible or have any liability for: (i) the procurement, installation or maintenance of any equipment on or by which Subscriber accesses the Data; or (ii) any communications connection by which the Data are transmitted, or (iii) communication delays or interruptions of delivery of the Data; or (iv) the transmission of the Data beyond the point of EDI's or its service facilitator's computer facility; or (v) any fees payable by Subscriber for any communication lines to any Distributor or any other person, firm or entity.

**4. Proprietary Rights.**

A. All proprietary rights in the Data are and shall remain the property of EDI, its affiliates and its Third-Party licensors. Subscriber expressly acknowledges that the Data are compiled, prepared, revised, selected and arranged by EDI and its Third-Party licensors through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and that the Data constitute valuable intellectual property of EDI and its Third-Party licensors. Subscriber agrees to protect the copyright(s), trade secrets, and other proprietary rights of EDI and its Third-Party licensors in the Data, including, but not limited to, any contractual, statutory, and common law rights, during and after the term of this Agreement, and to limit the use of and access to the Data to those uses and accesses expressly permitted hereunder, and Subscriber shall honour and comply with all reasonable requests made by EDI to protect the rights of EDI and its Third-Party licensors in the Data.

B. Subscriber agrees and acknowledges that unauthorized copying, use, access to or distribution of the Data may cause EDI and/or its Third-Party licensors irreparable injury that cannot be adequately compensated for by means of monetary damages. Subscriber therefore agrees that any breach hereof by Subscriber may be enforced by EDI or its Third-Party licensors by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other rights and remedies that may be available. Subscriber further agrees to indemnify and hold harmless EDI, its affiliates and Third-Party licensors from and against any costs, claims, damages or liabilities (including reasonable attorneys' fees) arising from any breach hereof.

**5. Updates and Enhancements; Upgrades and Cancellations.**

A. EDI reserves the right to alter or modify the Data or any portions or configurations thereof from time to time. Such alterations and/or modifications may include, without limitation, addition or withdrawal of features, data or changes in instructions and/or documentation. EDI may also eliminate or cancel any of the Data, or portions thereof, at any time, whereupon EDI will either grant Subscriber a pro rata credit or refund for the unused portion of the subscription fees attributable to the discontinued Data or replace the discontinued Data with superseding Data.

**6. Term and Termination.**

- A. Subject to Section 6B, below, this Agreement shall be in effect for an initial term of one (1) year commencing on the Effective Date set forth on the Order Form and shall be automatically renewed for like terms of one (1) year each at EDI's then-prevailing fees, unless either party furnishes the other party with written notice of termination at least ninety (90) days prior to the end of the initial term or any subsequent renewal term. Subscriber agrees and understands, however, that Subscriber's right to receive and use those portions of the Data provided by EDI pursuant to licences granted by Third-Party licensors is subject to automatic termination, without liability on the part of EDI, in the event such third-party licences are terminated. Moreover, EDI may terminate this Agreement or the provision of any Data upon (90) days' prior written notice if EDI discontinues offering the Data generally, and in such event EDI shall have no liability other than to make a pro rata refund to Subscriber of any unearned subscription fees.
- B. If Subscriber breaches any provision of this Agreement, in addition to any other available rights or remedies, EDI may terminate this Agreement and all licences granted hereunder by giving ten (10) days prior written notice, such notice to take effect unless Subscriber cures or corrects such breach to EDI's satisfaction within such notice period. In addition, EDI may terminate this Agreement by giving written notice if Subscriber is adjudicated as bankrupt or if a petition in bankruptcy is filed by or against Subscriber or if Subscriber makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy act or insolvency laws.

**7. Fees and Charges.**

- A. Subject to the provisions of Section 6 above, fees and charges to be paid by Subscriber to EDI for the licence granted hereunder shall be as set forth in the Pricing Schedule accompanying this Agreement and, shall be payable by Subscriber within thirty (30) days after receipt of an invoice ("the Invoice"). EDI in its absolute discretion may cause an Invoice to be produced by and in the name of FinDataPortal, and Subscriber agrees that it shall pay all such Invoices to FinDataPortal in accordance with the terms and conditions set out herein. EDI may increase its fees and charges for any Data after the initial term by providing advance written notice to Subscriber, but EDI shall not increase its fees and charges for any Data more than once during any twelve (12) month period. Subscriber shall have a period of thirty (30) days from receipt of such notice in which to terminate this Agreement. Failure by Subscriber to provide EDI with appropriate notice of termination shall be deemed acceptance of the price increase. In the event of termination pursuant to this Section 6 A, Subscriber agrees to pay a pro rata portion of the annual fees (based on the prior years' annual rate) until the effective date of such termination. Subscriber shall be responsible for any federal, state or local sales, use, property or similar taxes that are or may be imposed on transactions hereunder between EDI and Subscriber. EDI may assess a late charge at an annual rate of twelve percent (12%) on all undisputed amounts payable under this Agreement that Subscriber has not paid within thirty (30) days of the date of EDI's invoice therefore. In addition to all other rights provided by this Agreement or that otherwise may be available to it in law or equity, EDI also may suspend delivery of updates to the Data as long as any such amount remains unpaid after such thirty (30) day period.
- B. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and shall be subject to the jurisdiction of the courts of that State.
- C. Neither party shall be liable to the other for any default resulting from FORCE MAJEURE, which shall be deemed to include any circumstances beyond the reasonable control of the party so affected.
- D. The provision of Sections 2C, 4, 8 and 9 hereof, shall survive any termination of this Agreement.
- E. If any term or condition hereto is found by a court or administrative agency to be unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law.
- F. Notices to either party under this Agreement shall be in writing and sent, by messenger or via fax with acknowledgment by the receiving party if to EDI at Exchange Data International Limited, 32-33 Hatton Garden, EC1N 8DL, London, United Kingdom, and if to Subscriber at the address designated on the Order Form.

**8. Disclaimer of Warranties and Limitation of Liabilities.**

NEITHER EDI, ITS AFFILIATES, NOR THEIR THIRD-PARTY LICENSORS OF ANY COMPONENTS OF THE DATA MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY SUBSCRIBER OR OTHERS FROM THE USE OF THE DATA, OR ANY COMPONENTS THEREOF, OR AS TO THE PERFORMANCE THEREOF, AND THEY MAKE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

EDI, its affiliates and their Third-Party licensors do not guarantee the accuracy, adequacy, completeness or timeliness of the Data and any of the data or information contained therein, or of any software or equipment utilized in connection therewith, and neither EDI nor its affiliates nor their Third-Party licensors shall be subject to liability for any errors or omissions therein. SUBSCRIBER EXPRESSLY AGREES AND ACKNOWLEDGES THAT ITS USE OF THE DATA IS AT SUBSCRIBER'S SOLE RISK. In no event shall EDI, its affiliates, and their Third-Party licensors be liable for any lost profits, or for any special, punitive, indirect, or consequential damages, or for any claims against Subscriber by third parties, even if advised of the possibility of same. In no event shall the cumulative liability of EDI, its affiliates or their Third-Party licensors, in connection with the Data and/or this Agreement, for damages, regardless of the form of the action, exceed the average monthly amount paid by Subscriber for the current subscription period for that portion of the Data which is at issue; and no action, regardless of form, arising from or pertaining to the Data may be brought by Subscriber more than one (1) year after such action has accrued.

**9. Proprietary Rights Indemnification.**

EDI hereby represents and warrants that it has the necessary rights, licences and approvals for it to provide the Data to Subscriber as contemplated by this Agreement. Subject to the limitations set forth in Section 9, above, EDI agrees to indemnify and hold harmless Subscriber from and against costs, losses, damages, liabilities and expenses (including reasonable attorneys' fees) directly incurred by Subscriber in connection with third party claims insofar as such claims arise from a breach of the foregoing representation, provided that Subscriber's use was made in compliance with the Agreement, and EDI receives prompt written notice of any such breach or alleged breach and has sole control of its defence or settlement. In the event of a claim of infringement, EDI reserves the right to use reasonable efforts to modify the affected portion of the Data so that it is non-infringing, or to obtain permission at EDI's expense for Subscriber to continue to use such portion, or to terminate this Agreement in exchange for a refund of subscription fees paid by Subscriber for the then-current term as liquidated settlement of any liability other than the foregoing obligation of indemnification.

**10. Other Matters.**

- A. This Agreement may not be assigned or otherwise transferred by Subscriber without the prior written consent of EDI and any attempted assignment or transfer shall be null and void and shall constitute a material breach of this Agreement.
- B. This Agreement, together with the accompanying Order Form and any accompanying attachments, is the complete and exclusive agreement between the parties and supersedes any oral or written communications or representations relating hereto. The provisions and terms of any other purchase order or other agreement shall be of no effect and shall not in any way extend or amend the terms and conditions set forth in this Agreement unless expressly accepted in writing by an officer of EDI. In the event of any conflict between the terms of this Agreement and the provisions of the Order Form, the terms of this Agreement shall prevail. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto.

For and on behalf of Exchange Data International Ltd

By:

Name (printed):

Date:

For and on behalf of [Insert Subscriber name]

By:

Name (printed):

Date: