Free Advanced Charts Agreement

This Free Advanced Charts Agreement (the "**Agreement**") is entered into as of the last signature date below (the "**Effective Date**") by and between TradingView, Inc., a Delaware corporation ("**TradingView**") and the Client signing this Agreement ("**Client**").

1.   **Definitions.** Capitalized terms not otherwise defined herein will have the meanings set out below:

"**Advanced Charting Library**" means TradingView's stand-alone client-side solution used to display financial charts, prices, technical analysis tools and such other features provided by TradingView from time to time.

"**Affiliate**" means a legal entity that controls, is controlled by, or is under common control with a party.

"**API**" means the application programming interface(s) and related documentation for the Charting Library, together with any Improvements.

"**Client Content**" means any information, data, symbols or content provided by Client via any Implementation (excluding, for avoidance of doubt, any TV Content).

"**Data Protection Laws**" means all applicable privacy, consumer data rights and data protection laws, regulations and rules in effect currently or at any time hereafter, such as, without limitation: (a) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**"), the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("**PECR**") and all applicable laws and regulations and secondary legislation relating to processing of personal data and privacy (as amended or replaced from time to time); including where applicable the guidance and codes of practice issued by the Data Protection Authority, or Information Commissioner's Office or other applicable regulatory authority that supervises compliance with regulations relating to personal data; (b) any successor legislation to the GDPR or the Data Protection Act 2018 or the PECR; and (c) the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (together with implementing regulations, collectively, the "**CPRA**").

"**Implementation**" means a Client software product (including its graphical user interface) which implements the Advanced Charting Library via its API and is made available by Client on its website or through its applications or offerings. Implementations may display TV Content and/or Client Content.

"**Improvements**" means any adaptations, modifications, improvements, enhancements, or updates to the Advanced Charting Library or APIs.

"**IP Rights**" means patents and other rights to inventions, copyrights and other rights to works of authorship, trademarks, domain names, goodwill, trade secrets, and other intellectual property rights worldwide.

"**Market Data**" means information and data about financial instruments, information and data about the issuers of financial instruments, indices and/or other information and data made available from time to time as part of any Product or Service.

"**Personal Information**" means any information, or combination of information, that (a) identifies, describes, is reasonably capable of being associated with, or could reasonably be linked to, directly or indirectly, a particular person, household, or device, or (b) is considered personal information, personal data (or similar term), or the subject of, any applicable data privacy and/or Data Protection Laws or regulation, including those related to data breaches. For the avoidance of doubt, Personal Information includes all such information described in the preceding sentence and provided or made available to a party or its Affiliates by the other party or its Affiliates or by a third-party user through the Products.

"**Services**" means the Advanced Charting Library and related APIs made available by TradingView to Client.

"**TV Branding**" means any names, logos, trademarks, or other branding of TradingView.

"**TV Content**" means any information, data, or content provided via a Service (whether by TradingView or its third-party licensors).

2.   **Access and Use of Advanced Charting Library**

2.1.   Grant. Subject to Client's compliance with this Agreement, TradingView hereby grants Client a worldwide, non-exclusive, non-transferable, non-sublicensable right to use the Services and TV Content to develop, publish, and offer its Implementations, subject to the terms of this Agreement.

2.2.   Hosting and Data Feed. Client shall at its own cost and expense undertake the development of the Implementation. The Implementation shall be hosted on Client's servers, and integrate the Client's own Market Data feed streaming and history. The Client solely is responsible for the availability, security, and operational performance of the Implementation including any support to its users in accordance with its end user terms.

2.3.   TradingView Support. Any developer support services provided by TradingView may be made available as part of the Implementation at TradingView's sole and absolute discretion and subject to such additional rates and terms negotiated between the parties under separate agreed written terms executed between the parties.

2.4.   Implementations (Free Offering Only). This license is intended for Implementations as a public access service (as a free offering only, and whether account registration is required or not), and not for private, personal or internal uses (such as blogs, research papers, or other unpublished media). To enable TradingView to monitor and verify compliance with this Agreement, Client will provide TradingView with free, unlimited access to any services, products, websites, or applications that include an Implementation, in a manner that permits TradingView to view the Implementation as Client's other clients and users do.

2.5.   Restriction. The Client agrees: (a) that the Advanced Charts Library shall not be hosted, disclosed, or made accessible in any public code repository or other public-facing platform; (b) to ensure that any project or site utilizing the Advanced Charts Library is not open source or publicly visible in a manner that includes or exposes the library code; (c) integrated solutions containing the Advanced Charts Library which are distributed to a third party: (i) do not include any TradingView library files; and (ii) procure that such third party obtain a separate license from TradingView.

2.6.   Restrictions. Subject to Section 2.7, Client will not, and will use reasonable endeavours to ensure its users do not, directly or indirectly: (a) sublicense, sell, lease, or otherwise provide a third party access to the Services, or otherwise use the Services on behalf of third parties or allow third parties to use the Services on their own behalf (including use in connection with any timesharing or service bureau, outsourced or similar service), except as expressly permitted hereunder in connection with an Implementation; (b) use manual or automated means to trawl, mine, scrape, frame, or mirror the Services, or access or use the API or any TV Content other than via the Service as authorized hereunder; (c) disassemble, decompile or reverse engineer the Services, create derivative works based on the Services, or use the Services to develop any competing offerings; (d) attempt to hack, defeat, or overcome any encryption technology or security measures regarding the Services or any other systems, or gain any unauthorized access to any systems or accounts; (e) transmit any viruses, malware, or malicious code or otherwise interfere with or disrupt the operation of the Services or any other systems; (f) promote illegal activity or violate any applicable local, state, national or international law; (g) post or transmit any information or data that is discriminatory, unlawful, defamatory, abusive, harassing, threatening, indecent, pornographic, obscene, fraudulent or otherwise inappropriate or infringes any intellectual property or privacy or other rights of any person; (h) modify, obscure, or remove any links or proprietary notices included in the Services or TV Content; (i) use the Services in a way that is not for its intended purposes or that will adversely affect TradingView or reflect negatively on it or its goodwill, name or reputation, or disparage TradingView or its partners or offerings; (j) state, suggest, or imply any sponsorship, endorsement, or other relationship between TradingView and Client (other than the licensing relationship set forth hereunder); (k) publish or distribute any analysis or benchmarking of the Services or their performance; or (l) otherwise violate any of TradingView's published rules, policies, or guidelines.

2.7.   No Login. TradingView acknowledges and agrees that the Client may display the Advanced Charting Library on its public-facing website and that the Client's website is available to any visitor without the need to log in. The Client shall include provisions in its website terms of use ("**Client Website Terms**") to inform users that they must not use any part of the content on the website for commercial purposes without first obtaining the necessary licence and that users cannot use the website in any way that breaches applicable laws or regulation. The Client shall be liable to TradingView for any use made of the Advanced Charting Library by visitors to the

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Client's website who act in breach of the terms of use.

2.8. <u>Improvements and Discontinuation of the Advanced Charting Library</u>. TradingView reserves the right to make any Improvements to, reduce the overall functionality of, or discontinue, any part of the Services at any time in its sole discretion but the Client shall still have access to and may still display the previous version of the Services. Notification in respect of all other reductions, modifications, discontinuations shall be provided on the TradingView website. TradingView may, in its sole discretion, continue to support previous versions of the Advanced Charting Library or API. For the avoidance of doubt, the parties acknowledge that TradingView is under no obligation to continue to support any such previous versions of the Advanced Charting Library or API.

2.9. <u>Service-Specific Terms</u>. Client acknowledges that use of Advanced Charting Library or APIs may be subject to additional Service-specific terms and conditions, as available on the TradingView website (collectively, the "**Service-Specific Terms**"). TradingView may modify the Service-Specific Terms from time to time in its sole discretion by posting an updated version on the TradingView website.

2.10. <u>Usage Data</u>. "**Usage Data**" means anonymized or aggregated technical or usage data relating to the use and performance of the Services (and excludes Client Content). TradingView may collect, use, and disclose Usage Data to improve its offerings and for other legitimate purposes, provided it will not disclose any Usage Data in a manner that can be used to identify Client or any third-party entity or individual.

2.11. <u>Marketing Requirements</u>. In consideration for permitted access and distribution of the Services under the terms of this Agreement, Client shall in compliance with all applicable laws, regulations, any applicable third-party contracts, and TradingView's policies: (a) include TV Branding in a section of the Client's website in accordance with Section 3.2 below; and (b) publish a blog post or news article announcing the partnership with TradingView at least fourteen (14) days prior to Implementation made available by Client on its website or through its applications or offerings with at least one (1) contextual backlink contained within the announcement. Additionally, Client must publish content on TradingView's platform and ensure that the use of TV Branding does not imply endorsement beyond this arrangement.

3. IP Rights and Attributions

3.1. <u>TradingView IP</u>. TradingView (or its third-party licensors) own and will retain all IP Rights in and to the Services, TV Content, Improvements, and Usage Data (collectively, "**TV IP**"). Subject to Section 2.8, TradingView reserves the right to update, modify, or discontinue any part of the Services at any time in its sole discretion. To the extent permitted by applicable laws, Client covenants not to seek to register, or otherwise challenge the ownership, validity, or enforceability of any, TV IP.

3.2. <u>TV Branding</u>. Client will include in its Implementation and in accordance with the terms of this Agreement attribution to TV Branding via a link to the TradingView website or by such other means as agreed between the parties from time to time(the "**Attributions**"). Client will not alter, delete, obscure, or replace any such Attributions, and will ensure each Attribution includes a link to TradingView's website, or any alternate or successor site as designated by TradingView from time to time, without any *nofollow*, *ugc*, or *sponsored* link attributes. TradingView grants Client a limited right to use and display the TV Branding during the Term to: (a) comply with the requirements related to Attributions in this paragraph; and (b) promote or advertise any Implementation. Any use of the TV Branding will comply with any reasonable trademark guidelines or brand standards published or provided by TradingView from time to time and will inure to the benefit of TradingView or its third-party licensors. Client will comply without undue delay with any requests from TradingView that it discontinue or modify its use of the TV Branding.

3.3. <u>Feedback</u>. If Client provides feedback, suggestions, improvements, or requests for additional functionality related to the Services (collectively, "**Feedback**"), Client grants TradingView an unrestricted, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, display, perform, modify, transmit, distribute and create derivative works of such Feedback in any way TradingView deems reasonable, without any attribution or accounting to Client. This paragraph will survive any termination or expiration of the Agreement.

3.4. <u>Client Content</u>. As between the parties, Client owns and will retain all IP Rights in and to Client Content. TradingView must not use the Client's name or branding (including any related domain

names) in any promotional material, marketing materials or announcement without the Client's prior written consent.

4. Term and Termination

4.1. <u>Term</u>. This Agreement shall commence as of the Effective Date and shall continue until terminated as set forth below (the "**Term**").

4.2. <u>Termination</u>. Without affecting any other right or remedy available to it either party may terminate this Agreement: (a) if the other party materially breaches this Agreement and fails to cure such breach within ten (10) days from receipt of such notice; (b) at any time on sixty (60) days' prior written notice; (c) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or (e) the other party stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so, or is unable to pay its debts, or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the other (otherwise that for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the other or the other enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.

4.3. <u>Suspension</u>. Without prejudice to any other rights or remedies to which TradingView may be entitled under this Agreement, TradingView may immediately suspend Client's and its users' access to the Services if: (a) following the notification and cure period set out in Section 4.2(a) it believes in good faith that Client has materially breached this Agreement; or (b) it otherwise determines in good faith that such a suspension is necessary to protect the integrity and security of the Services or any party's systems or information.

4.4. <u>Effect of Termination</u>. On termination or expiration of this Agreement for any reason, all licenses granted under this Agreement shall immediately terminate and Client will immediately discontinue its Implementations and any other use of the Services. Termination or expiration of this Agreement will not affect any liabilities accrued prior to the effective date of expiration or termination (including any obligation to pay previously accrued amounts). Sections 2.5, 2.6, 3, 5 through 11 will survive any termination or expiration hereof.

5. Disclaimers

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CLIENT'S USE OF THE SERVICES AND TV CONTENT IS AT ITS SOLE RISK THE SERVICES AND TV CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TRADINGVIEW AND ITS AFFILIATES AND PROVIDERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE SERVICES AND TV CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, THAT THE SERVICES OR TV CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY OUTPUT OR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES WILL SUPPORT OR WILL OPERATE WITH ANY PARTICULAR SOFTWARE OR HARDWARE CONFIGURATION. IN NO EVENT WILL TRADINGVIEW BE LIABLE FOR ANY ALLEGED DAMAGES OR CLAIMS ARISING OUT OF ANY IMPLEMENTATION OR CLIENT CONTENT. TRADINGVIEW IS NOT RESPONSIBLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY ELECTRONIC NETWORK OR LINES, SERVERS, SOFTWARE, OR FAILURE OF TRANSMISSION AS A RESULT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR ON THE SERVICES, INCLUDING ANY INJURY OR DAMAGE TO ANY PERSON'S COMPUTER RESULTING FROM USE OF THE SERVICES.

6. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL TRADINGVIEW BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF OR CORRUPTION OF DATA OR OTHERWISE RESULTING FROM THE USE OF OR INABILITY TO USE THE SERVICES, UNDER ANY LEGAL THEORY WHATSOEVER

(INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE), AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Indemnity and Remedy

7.1.   By Client. Client shall defend, indemnify and hold harmless TradingView against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation reasonable legal fees) arising out of or in connection with any Client Content, Implementation, Client's use of the Services, Client's breach of this Agreement or, if applicable, arising out of or resulting from the Client's failure to comply with its Regulatory Status or Market Data compliance obligations under this Agreement.

7.2.   By TradingView. TradingView shall defend, indemnify and hold harmless Client against any third-party claims that the use of the Services in accordance with this Agreement infringes any third-party IP Right. TradingView shall not have any indemnity obligations or other liability for any alleged infringement based on: (a) modification of the Services by anyone other than TradingView; (b) use of the Services other than in accordance with this Agreement or TradingView's instructions; (c) use of the Services after notice of any alleged or actual infringement from TradingView; (d) combination of the Services with any hardware, software, data, content, or materials not provided by TradingView; or (e) Client Content or TradingView's conformance with Client's specific requirements or instructions.

7.3.   Mitigation of IP Claims. In the defense or settlement of any such claim, TradingView may at its sole option and expense either: (a) procure for Client the right to continue using the Services in the manner contemplated by this Agreement; (b) replace or modify the Services so they become non-infringing; or (c) terminate this Agreement by written notice and without liability to Client, in which case TradingView shall refund to Client a pro rata portion of any prepaid amounts.

7.4.   Indemnity Procedures. The party seeking indemnification hereunder will: (a) give the indemnifying party prompt written notice of the claim (provided that no delay will affect the indemnifying party's obligations except to the extent such party is materially prejudiced by such delay); (b) give the indemnifying party control of the defense and settlement of the claim; and (c) cooperate with the indemnifying party in defending or settling such claim, at the indemnifying party's expense. Subject to the foregoing, the indemnified party will have the right to participate at its own expense in any indemnification action or related settlement negotiations using counsel of its choice. Neither party may consent to the entry of any judgment or enter into any settlement that adversely affects the rights or interests of the other party without such party's prior written consent, not to be unreasonably withheld.

7.5.   Liquidated Damages. In the event of a breach by the Client of any of the provisions of this Agreement or any Exhibit, and such breach is not cured within ten (10) days of receiving written notice from TradingView, the Client acknowledges and agrees that the TradingView shall be entitled to seek, in addition to other available remedies at law or in equity, including equitable relief, an award for liquidated damages. Such liquidated damages shall be in the amount of fifty-thousand (50,000) USD for each and every proven breach irrespective of the length of the breach (the "**Liquidated Damages**"). The Parties acknowledge and agree that the harm caused by such a breach would be difficult or impossible to accurately estimate at the time of the breach, and that the Liquidated Damages represent a genuine pre-estimate of the anticipated or actual harm arising from the breach and are not intended as a penalty.

8. Confidential Information

8.1.   Definition. "**Confidential Information**" means, subject to Section 8.2, any confidential information disclosed or made available by one party ("**Discloser**") or its employees, officers, representatives or advisers (together "**Representatives**") to the other party ("**Recipient**") and its Representatives, whether in writing, electronically, or in any other form, that is either conspicuously identified as confidential or proprietary or should be otherwise reasonably understood as such based on the nature of the information or circumstances of the disclosure. Without limiting the generality of the foregoing, Confidential Information includes the terms and conditions of this Agreement and any non-public information regarding the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, product information, services, know-how, technical information or trade secrets of the Discloser.

8.2.   Exceptions. Confidential Information shall not include information that: (a) is or becomes publicly

known through no act or omission of the Recipient; (b) was in the Recipient's lawful possession prior to receipt from the Discloser, without obligations of confidentiality; (c) is lawfully disclosed to the Recipient by a third party without restriction on disclosure; or (d) is independently developed by the Recipient, which independent development can be shown by written evidence.

8.3. <u>Protection</u>. Recipient will only use Confidential Information to perform its obligations or exercise its rights under this Agreement. Recipient will not disclose Confidential Information to any third parties, except that TradingView may disclose Confidential Information to its and its Affiliates' officers, employees, agents, and representatives who have a need to know such Confidential Information for the purposes of this Agreement and who are bound by confidentiality obligations at least as protective as those set forth herein. Recipient will maintain the Confidential Information in confidence using the same degree of care as it uses to protect its own similar information (but no less than reasonable care) and will be liable for any unauthorized use or disclosure of the Confidential Information, including by any of its personnel. The protections set forth herein will continue to apply to any Confidential Information disclosed during the Term for the greater of five years from disclosure, or so long as such Confidential Information is protected as a trade secret under applicable law. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of this Agreement.

8.4. <u>Compelled Disclosure</u>. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and takes into account the reasonable requests of the other party in relation to the content of such disclosure.

8.5. <u>Return or Destruction</u>. At Discloser's request or upon the expiration or termination of this Agreement, Recipient will promptly return or destroy all Confidential Information (including any copies thereof) in its possession or control, except that Recipient may retain: (a) any copies required to be retained under applicable law, and (b) copies in backup or archive media created in the ordinary course of business; provided in each case that the obligations of confidentiality hereunder will continue to apply to such retained copies.

9. Privacy

9.1. <u>Data Sharing</u>. TradingView does not expect to make any Personal Information of its users available in connection with the performance of its obligations under this Agreement. However, the parties acknowledge that data sharing may be necessary in order to fulfill the provision of the Services, under the Agreement.

9.2. <u>Compliance with Data Protection Laws</u>. The parties acknowledge that where data is shared for the operation of the Services, each party agrees that it shall at all times during the term of the Agreement, comply with Data Protection Laws.

9.3. <u>Privacy Policy</u>. TradingView will maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of the Personal Information of its users and Client's data, as described in TradingView's privacy policy which can be found at www.tradingview.com/privacy-policy (or such other URL as may be amended from time to time).

10. Market Data Compliance

<u>Client Market Data</u>. The Client shall ensure that all access to, use of, and redistribution of Market Data through the Implementation complies with all applicable laws, regulations, including securing appropriate licensing from relevant domestic exchanges or third-party providers. The Client agrees to use the Market Data solely for the purposes permitted under this Agreement and as authorized by the appropriate third-party provider. The Client acknowledges and agrees that TradingView bears no responsibility for the compliance of the Market Data provided through the Implementation and shall solely be responsible for any violations of applicable laws, exchange terms, or licensing concerning the provision of such data.

11. General

11.1. <u>Governing Law</u>. This Agreement, and any dispute or claim (including non-contractual disputes

or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of the State of New York, USA, without regards to conflicts of laws principles.

11.2. <u>Jurisdiction</u>. . Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation will be settled exclusively through binding arbitration administered in New York, NY by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (and in accordance with the Expedited Procedures in those Rules). Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief from any court having jurisdiction for any alleged or threatened misappropriation of IP Rights or breach of confidentiality. The prevailing party in any dispute hereunder will be entitled to recover its reasonable attorney's fees and costs. THE PARTIES HERETO EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN CLASS-ACTION PROCEEDINGS.

11.3. <u>Assignment</u>. Either party may assign or transfer this Agreement to an Affiliate or the surviving or successor entity in the event of a merger, stock sale, or sale of substantially all assets but must notify the other party in writing before doing so. Subject to the foregoing, this Agreement will be for the benefit of, and binding upon, each party's permitted successors and assigns.

11.4. <u>Force Majeure</u>. Except for payment obligations, neither party will be liable for any delays or failures to perform to the extent due to a cause beyond such party's reasonable control, which may include without limitation, strikes, acts of God, epidemics, pandemics or other outbreak of infectious disease or other public health crisis (and any government response to them, including quarantine or other employee restrictions), war, terrorism, riot, denial of service attacks, or compliance with any law or governmental order ("**Force Majeure Event**").

11.5. <u>Notices</u>. All communications relating to this Agreement shall be in writing and sent to the address indicated below the applicable party's signature at the end of this Agreement (provided that TradingView may alternatively provide notice to the email address on Client's account or via the applicable Service or website).

11.6. <u>Amendments</u>. No modification of or amendments to this Agreement shall be effective unless in writing and signed by authorized representatives of both parties.

11.7. <u>Waiver</u>. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.8. <u>Severability</u>. If any provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision under this paragraph shall not affect the validity and enforceability of the rest of this Agreement.

11.9. <u>Relationship</u>. Each of the parties to this Agreement is an independent contractor and nothing contained in this Agreement shall be construed to imply that there is any relationship between the parties of agents or of principal/agent or of employer/employee nor are the parties hereby engaging in a joint venture and accordingly neither of the parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise, unless expressly permitted by the terms of this Agreement.

11.10. <u>No Third-Party Beneficiaries</u>. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity except as expressly set forth herein.

11.11. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.12. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

The parties have executed this Agreement by duly authorized representatives as of the last date set forth below.

TradingView: **Client:**

TradingView, Inc.   Client:
470 Olde Worthington Rd. Ste 200   Address:
Westerville OH 43082 USA

www.tradingview.com   Website:
legal@tradingview.com   Notices Email:

H Mishra
_____   _____

Name: Hamish Mishra (Legal Counsel)   Name:
                                                                         Title:
                                                                         Date: MM/DD/YYYY