

CANNEX Financial Exchanges Limited

Service Agreement

## SERVICE AGREEMENT

THIS AGREEMENT is made as of

The 18<sup>th</sup> day of May, 2007 *21*

( the "Effective Date")

by and between:

### CANNEX FINANCIAL EXCHANGES LIMITED

(hereinafter referred to as "Licensor")

- AND -

### Wall Street on Demand

(hereinafter referred to as the "Licensee")

IN CONSIDERATION of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

#### License

##### 1.1. Grant of License

Subject to the terms and conditions of this Agreement, Licensor grants to Licensee a non-exclusive, non-transferable license (the "License") for the term of this Agreement and any renewals, to use the information identified in Schedule A hereto (the "Information") by means of Licensee's service identified in Schedule A. The rights granted by the License are limited to:

- (a) displaying and distributing via the Service machine-readable copies of the Information by means of computer equipment;
- (b) reproducing the Information in visually perceptible, machine-readable or printed copies in connection with such display and distribution;
- (c) authorising others to receive, store, retrieve and copy selected portions of the Information solely for their own use; and
- (d) authorising Licensee's customers, with whom Licensee has entered into a license for the delivery and display of Licensee's content, including co-branded or private labelled services, to receive, store, retrieve, copy and distribute selected portions of the Information to such customers' users.

## 1.2. Restrictions on Use

- (a) Use of the Information in any other manner or through any other means of distribution, shall require prior written consent of Licensor.
- (b) Except as expressly permitted by this Agreement, Licensee shall not resell, distribute or retransmit any Information to any other person by any means whatsoever without the prior written consent of Licensor.
- (c) Licensee may not alter data included in the Information, except to correct errors in the data of which Licensor has been advised. Licensee shall promptly advise Licensor of any errors in the Information of which it becomes aware.

## 2. Delivery of Information

### 2.1. Delivery

Licensor will deliver the Information to Licensee in the manner, format and frequency specified in Schedule A. Licensor may change the manner, format or frequency of delivery of the Information upon ninety (90) days written notice to Licensee.

If the Information is delayed or unavailable for any reason, Licensor will use all reasonable efforts to remedy the delay as quickly as possible. Licensor shall not be liable to Licensee or to any of its clients for any delay or failure to deliver the Information, regardless of cause.

## 3. Licensee Obligations

### 3.1. Managing the Information

Licensee agrees to include the Information in the Service. Licensee is responsible for receiving, storing, managing and distributing the Information. Licensee may not combine the Information with databases owned or provided by anyone else except Licensee's in such a way that the ownership of the Information is not clearly identified.

### 3.2. Related Services

Licensee is responsible for supplying all computer equipment, software and communications facilities at the Licensee's site required to receive the Information delivered in accordance with Schedule A. Licensee is responsible for installation, support and maintenance of the Service.

### 3.3. Copyright Notices

In using and authorizing others to use the Information, Licensee shall cause each screen display and each copy transferred to an end user to bear Licensor's proprietary and copyright notice, or otherwise identify Licensor as the source of the Information, as set out in Schedule A.

### 3.4. Unauthorized Use

Licensee will promptly notify Licensor if it becomes aware of any unauthorized use of the Information and assist Licensor in taking such reasonable steps as Licensor considers necessary to prevent further unauthorized use.



## CANNEX Financial Exchanges Limited

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**3.5. Restrictions on Reproducing Information**

Licensee's clients who access the Information through the Service shall be permitted to copy portions of the Information for their own personal use only, provided that they do not modify the Information and provided that Licensor is identified as the source of the Information on all copies and all copies contain Licensor's copyright notice. Licensee shall not authorize or permit any recipient of the Information to reproduce or retransmit the Information in any other manner or for any other purpose.

**4. Charges****4.1. Fees**

Licensee shall pay Licensor license fees for the rights granted under this Agreement, as set out in Schedule A.

**4.2. Late Payment**

If Licensee fails to pay any fees when due, in addition to all other rights and remedies available to Licensor, Licensor shall have the right to (i) suspend Licensee's delivery of the Information to Licensee after giving five (5) days written notice to Licensee; and (ii) charge as a late payment charge, interest on all outstanding amounts at a rate of fifteen percent (15%) per annum, calculated monthly, until all outstanding amounts are paid in full.

**4.3. Taxes**

In addition to the fees provided for herein, Licensee shall pay all applicable federal, and provincial sales, use or value added taxes or other government fees or levies payable with respect to the services provided from time to time during the term of this Agreement, other than taxes based on Licensor's net income. If required by Licensee, Licensor will provide Licensee with a monthly invoice showing all taxes required to be collected and remitted by Licensor. If Licensee is exempt from the payment of any such tax or levy, it shall provide Licensor with all documents and information required to apply such exemption.

**4.4. Reporting and Records**

The Licensee shall provide to the Licensor, on a monthly basis, a list of the Licensee's customers using the Information pursuant to Section 1.1(d) and of the fees payable to Licensor pursuant to Schedule A. Licensor shall have the right through its authorized representative, which shall be reasonably agreeable to Licensee, upon at least thirty (30) days' prior written notice to the Licensee to inspect and copy only that portion of the records related to the payments due hereunder, during normal business hours not more frequently than once per year. All information gained by Licensor or its authorized representatives from such inspection will be kept in confidence and will be used solely for the purpose of verifying the accuracy of the fees payable hereunder.

## 5. Term and Termination

### 5.1. Term

The term of this Agreement shall commence on the Effective Date and shall continue for an initial period of two (2) years. Thereafter it shall be automatically renewed for successive one (1) year periods, unless either party gives the other party thirty (30) days written notice of termination prior to the expiry of the then-current term of the Agreement. Subject to section 2.1 either party may terminate this Agreement for whatever reason any time upon thirty (30) days written notice to the other party.

### 5.2. Termination For Cause

Either party may terminate this Agreement forthwith upon written notice to the other party if the other party:

- (a) is in default of any obligation under this Agreement and fails to remedy such default within thirty (30) days of receipt of notice of such default; or
- (b) makes a voluntary or involuntary assignment for the benefit of its creditors, enters into any composition or arrangement with its creditors, has a receiver or liquidator appointed with respect to its business or assets, commences or is the subject of any proceedings under any bankruptcy, insolvency or other law for the protection of creditors or relief debtors, or ceases to carry on business in the ordinary course.

### 5.3. Obligations on Termination

Upon termination of this Agreement for any reason, (a) Licensee shall pay all outstanding amounts owing at the date of termination including all late payment charges; and (b) Licensor will refund all unearned prepaid fees without deduction, plus applicable taxes to the Licensee.

## 6. Confidentiality

### 6.1. Licensee Obligations

Licensee shall hold in confidence and shall not, without the prior written consent of Licensor, use or disclose to any person or entity, except in accordance with the terms of this Agreement, all documents, data and information, whether in electronic or printed form, relating to Licensor's business, including without limitation the Information and the terms of this Agreement.

Licensee shall use reasonable care, consistent with the measures taken to safeguard its own confidential and proprietary information, to ensure that its directors, officers, employees, agents, representatives and customers are required to keep all such information confidential. Licensor agrees that the foregoing restriction shall not apply to information which is made available to the public by Licensor, or is otherwise known to Licensee apart from its disclosure by Licensor pursuant to this Agreement.



## 6.2. Licensors Obligations

Licensors shall hold in confidence and shall not, without the prior written consent of Licensee, use or disclose to any person or entity, except in accordance with the terms of this Agreement, all documents, data and information, whether in electronic or printed form, relating to the Licensee's business. Licensors shall use reasonable care, consistent with the measures taken to safeguard its own confidential and proprietary information, to ensure that its directors, officers, employees, agents, representatives, and customers are required to keep all such information confidential. Licensee agrees that the foregoing restriction shall not apply to information which is made available to the public by Licensee, or is otherwise known to Licensors apart from its disclosure by Licensee pursuant to this Agreement.

## 6.3. Intellectual Property

Licensee acknowledges that Licensors shall retain all right, title and interest in the Information, that the Information is protected by copyright and/or is a trade secret of Licensors. Licensee acknowledges that it does not, by virtue of receiving the Information, acquire any proprietary rights therein, other than the limited rights granted herein.

## 7. Warranties

### 7.1. Rights to Information

Licensors warrants that it owns or has the right to distribute the Information in accordance with this Agreement and that it has the authority to enter into this Agreement and to grant to Licensee the rights granted herein.

### 7.2. Exclusions

Licensors does not warrant the accuracy, availability or timeliness of any Information. Except as expressly stated in this Agreement, Licensors disclaims all warranties and conditions, whether express or implied or arising under statute or operation of law, with respect to the products or services to be provided or supplied under this Agreement, including without limitation all warranties or conditions of merchantable quality, fitness for a particular purpose or those arising from a course of dealing or usage of trade.

## 8. Limitation of Liability

### 8.1. Delay or Interruption

Licensors shall not be liable to Licensee or any other person for any delay or failure in performance or interruption in access to the Information due to causes outside its reasonable control. Licensors's sole obligation and Licensee's sole remedy will be Licensors's exercise of reasonable efforts to correct any malfunction and to deliver the Information in a timely manner.

## 8.2. Limitation of Damages

Licensor shall not be liable to Licensee or any other person for any direct, indirect, consequential or punitive damages resulting from the provision or failure to provide any products or services or Information hereunder, including without limitation the loss of revenues, income, profits, software, data or goodwill, even if Licensor has been advised of the possibility or likelihood of such loss. This limitation shall apply regardless of whether any action is brought in contract or in tort, including any claim of fundamental breach and shall survive the expiry, termination, avoidance or repudiation of this Agreement.

## 8.3. Lost Software or Data

Licensee assumes sole responsibility for the security and integrity of its software and data and shall be responsible for restoring any Licensee software or data files which are lost or destroyed due to any cause, including without limitation the wilful or negligent acts of Licensor or its employees or agents. Licensor's sole responsibility shall be to provide Licensee with a current copy of the Information in accordance with this Agreement.

## 9. Infringement

### 9.1. Defence of Claims

Licensor will defend or settle any claim or action brought against the Licensee alleging that (i) the Information; or (ii) Licensee's use thereof in accordance with the terms of this Agreement, infringes any Canadian patent, copyright or trade-mark. Licensor will pay all costs and damages finally awarded in any such claim or action provided that Licensee immediately notifies Licensor of the threat or commencement of any such claim or action, permits Licensor to have sole control over the defence or settlement thereof and provides reasonable information and assistance in such defence or settlement. Licensee shall have the right, at its expense, to participate in the defense of such claim through counsel of its own choosing; provided, however, that Licensor shall not be required to pay any settlement amount that it has not approved in advance.

### 9.2. Other Action

If in Licensor's opinion, any part of the Information or the use thereof is or is likely to become the subject of any infringement claim or action, Licensor may at its sole option and expense, either procure for Licensee the right to continue using the Information, modify or replace it so it becomes non-infringing or, if neither of the foregoing remedies are reasonably available, discontinue the delivery of, and terminate the License with respect to, the infringing Information.

## 10. General

### 10.1. Entire Agreement

This Agreement, including any amendments and supplements hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous agreements, negotiations, representations, proposals, discussions and understandings, oral or written, relating to the subject matter hereof. This Agreement may be amended, supplemented or modified only by written instrument, signed by each of the parties hereto.



## CANNEX Financial Exchanges Limited

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## 10.2. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each of the parties consents to the jurisdiction of the courts of Ontario to hear any action brought with respect to this Agreement.

## 10.3. Notices

All notices required or permitted to be given under this Agreement shall be in writing and either delivered personally or by pre-paid courier or transmitted by facsimile or other similar means of confirmed electronic communication,

to Licensor at: CANNEX Financial Exchanges Limited  
1200 Bay Street, Suite 1001  
Toronto, Ontario M5R 2A5

Attention: Alex Melvin, President Fax No: 416 926 0706

and to Licensee at: Wall Street on Demand  
5718 Central Avenue  
Boulder, CO  
USA 80301

Attention: Jed McKnight Fax No: 303 444 2586

or to such other address and facsimile number as each party may notify to other from time to time. All notices shall be effective when actually received.

## 10.4. Relationship of Parties

The relationship of the parties shall be that of independent contractors. Nothing in this Agreement shall be interpreted to create any partnership, joint venture, or similar relationship, or subject the parties to any implied duties or obligations respecting the conduct of their affairs which are not expressly stated herein.

## 10.5. Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of each of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by either party, except with the prior written consent of the other party, such consent not to be unreasonably withheld or unduly delayed.

## 10.6. Waiver

The failure of either party at any time to require performance of any provision shall not affect the right to require performance at any other time, nor shall the waiver by either party of a breach of any provision be a waiver of any succeeding breach or a waiver of the provision itself.

#### 10.7. Severability

If any provision of the Agreement is declared illegal, void or unenforceable for any reason, such provision shall be severed from the balance of this Agreement and the remaining provisions hereof shall continue in full force and effect.

#### 10.8. Force Majeure

Notwithstanding anything in this Agreement, neither party shall be liable for any failure or delay in performing its obligations under this Agreement, other than payment obligations, due to causes outside its reasonable control, provided that a party claiming the benefit of this section shall use its best efforts to eliminate the cause or causes beyond its control including, without limitation, obtaining materials from other sources or using services of other suppliers. Events of force majeure shall include, without limitation, a major failure or malfunction of computer equipment or software, interruption in telecommunication services, accidents, acts of God, strikes or other labour disputes and legislation or regulations of any government or governmental agency. Nothing in this section shall prevent a party from terminating this Agreement pursuant to Section 2.1 and 5 hereof.

#### 10.9. Survival

The payment obligations in section 4, the provisions regarding proprietary rights in section 6, the limitations in section 8 and indemnities in sections 9 and 10 shall survive the termination of this Agreement.

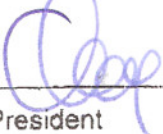


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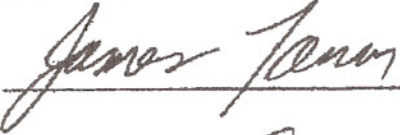
IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives as of the Effective date.

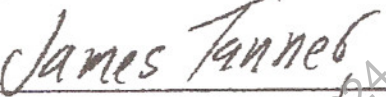
CANNEX Financial Exchanges Limited

By: 

President

Wall Street on Demand

By: 

Name / Title:  CEO

## SCHEDULE "A"

### 1. Licensed Information

#### Financial Rate Information

Publicly available interest rate information will be provided for the following Canadian financial products or services:

- Mortgages
- Guaranteed Investment Certificates
- Term Deposits
- Accumulation Annuities
- Registered Retirement Savings Plans (Fixed Rate)
- Payout Annuities
- Registered Retirement Income Funds (Fixed Rate)
- Savings and Chequing Accounts
- Prime Lending Rates
- Loan Rates
- Credit Card Rates

#### Canadian Investment Funds Prices Information

Daily pricing for the universe of Canadian investment funds gathered by Licensor. Where prices are delivered to Licensor by mutual fund companies on less than a daily basis, Licensor will continue to provide the most recent price until a new price is delivered by the mutual fund company.

#### Performance Calculation Values for Canadian Investment Funds

Rate of return calculations, if applicable, for 1 to 11 months inclusive, 1 to 20 years inclusive, 1 to 20 calendar years (At December 31) inclusive, year to date, month to date, week to date, change from previous price and fund inception date to date. Absolute rate of return rankings and quartile rate of return rankings within the applicable Investment Funds Standards Committee (IFSC) categories.

#### Historical Canadian Investment Fund Prices

Historical month end prices and distributions for the universe of Canadian investment funds gathered by Licensor.



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**2. Licensee's Service**

Licensee may receive, display and otherwise use the Information on co-branded or private labelled services where Licensee provides content and tools, including the Information, to its customers pursuant to Section 1.1 (d) and identified by the Licensee pursuant to Section 4.4.

**3. Delivery**

The Information will be available for pick up by Licensee at a minimum daily frequency, in a mutually agreed upon format, from the Licensor's ftp site (ftp.cannex.com), web site (www.cannex.com) or such other site as is mutually acceptable to the parties, at the times mutually agreed to by the parties. If the Information is not available at the times set forth for any reason, Licensor will take reasonable steps to correct the situation and make the Information available according to Licensee's reasonable requests therefore.

**4. Fees and Payment Terms**

Licensed Information	Use	License Fee
Financial Rate Information	By dealer organizations for use by their representatives when advising their clients only	\$125USD / month / customer
Canadian Investment Funds Prices Information	By dealer organizations for use by their representatives when advising their clients only	\$125USD / month / customer
Performance Calculation Values for Canadian Investment Funds	By dealer organizations for use by their representatives when advising their clients only	\$125USD / month / customer
Financial Rate Information	By publicly available web sites for use by their subscribers for their own personal use only	\$250USD / month / customer
Canadian Investment Funds Prices Information	By publicly available web sites for use by their subscribers for their own personal use only	\$250USD / month / customer
Performance Calculation Values for Canadian Investment Funds	By publicly available web sites for use by their subscribers for their own personal use only	\$250USD / month / customer
Historical Canadian Investment Fund Prices	By dealer organizations for use by their representatives when advising their clients only or by publicly available web sites for use by their subscribers for their own personal use only	\$5000USD once / customer

All licence fees are subject to applicable taxes. Licence fees are for the first two (2) years of this Agreement and thereafter, will be as mutually agreed between the parties in writing. The monthly license fees shall be payable, in advance, on the first day of each month during the term of this Agreement.

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5. Copyright Notice:

[Copyright notice:]

© Copyright [YEAR] CANNEX Financial Exchanges Limited

[proprietary notice:]

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michael@justbuildit.com - Jul 29, 2024, 1:14:36 PM America/New\_York