MARKIT DATA PROVIDER AGREEMENT

This DATA PROVIDER AGREEMENT ("Agreement") is between Markit on Demand, Inc., a Delaware Corporation with its principal place of business at 5718 Central Avenue, Boulder, Colorado 80301 ("Markit") and MidnightTrader, Inc. ("Data Provider") with its principal place of business located at 5604 McKinley Street, Bethesda, MD 20817.

"Data" means financial news and/or other financial data produced, compiled, and developed by Data Provider, more fully described in Schedule A.

"The Service" means APIs, hosted website and mobile solutions provided by Markit or its Affiliates and the tools contained therein. "Affiliate" means, with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with such person or entity, from time to time but only for so long as such control exists.

The Service provides entitled users with access to Data and related materials that they have licensed directly from Data Provider. "Subscribers" means those persons or entities entitled by Data Provider to receive Data via the Service.

1. Data Provider Provisions

1.1. Licenses. Data Provider grants Markit a non-exclusive, non-transferable, worldwide license to receive, store, copy, display, [and distribute] Data Provider's Data [to Subscribers].

1.2. Ownership of Data. The Data contributed to Markit by Data Provider shall remain the sole property of Data Provider.

1.3. Contribution. Data Provider shall provide its Data to Markit promptly upon creation, and not later than it provides the applicable Data to any other similarly situated vendor or third party. Data Provider shall make reasonable efforts to create and append all necessary metadata tags associated with the Data.

1.4. Data Provider Warranties. Data Provider warrants that (a) that it owns and/or has the right, and is permitted under applicable laws and regulations, to distribute the Data it contributes to Markit and to grant to Markit the rights granted herein; (b) that Data Provider shall comply with applicable laws and regulations in providing Data, and (c) that the Data transmitted to Markit, the rights granted herein, and the exercise of such rights do not infringe the proprietary rights of any third party; (d) it has full power and authority to enter into this Agreement, to carry out its obligations hereunder, and to grant the rights herein granted; (e) the execution and delivery of this Agreement and the transactions contemplated hereby do not and will not result in a breach, violation or default, of Data Provider's articles of incorporation, operating agreement or bylaws, or any agreement to which Data Provider may be bound

2. Markit Provisions

2.1. The Service. As between the parties, the Service and all Markit materials shall remain the sole property of Markit.

2.2. Costs. Markit shall bear all costs relating to the Service and the transmission of Data via the Service to Subscribers. Data Provider shall bear all costs relating to the delivery of its Data to Markit in a machine readable format.

2.3. Modification. Markit shall not modify the substantive content of Data Provider's Data in the course of performing its obligations hereunder.

2.4. Markit Warranty. Markit warrants (a) it has full power and authority to enter into this Agreement and to carry out its obligations hereunder; (b) the execution and delivery of this Agreement and the transactions contemplated hereby do not and will not result in a breach, violation or default, of Markit's articles of incorporation or bylaws, or any agreement to which Markit may be bound; and (c) performance of its duties under this agreement will not violate the laws or regulations of any governmental, regulatory, or judicial authority.

3. General Legal Provisions

3.1. Term. This Agreement becomes effective on the Effective Date (as defined below) for a one (1) year term and automatically renews for additional one (1) year terms unless written notice is given by either party ninety (90) days before the end of the then-current term.

3.2. Termination. Either party shall have the right to terminate this Agreement for (i) material breach by the other party if such breach is not cured within 30 days from receipt of a written notice of breach from the other party. If the breach cannot be cured within thirty (30) days, and the breaching party has begun to cure within the thirty (30) day period, the cure period shall be extended for a mutually agreeable period of time, or the Agreement will be terminated or (ii) upon 30 days notice to the other.

3.3. Confidentiality. In the course of the parties' performance under this Agreement, the parties may receive or have access to Confidential Information of the other. "Confidential Information," shall be defined herein as all proprietary information disclosed by a party to the other and indicated as confidential upon disclosure. Confidential Information shall not include information that: (a) is known to the party receiving it as of the date of disclosure, other than by prior confidential disclosure, (b) is in the public domain, through no fault of the party receiving it; or (c) is independently developed by the party receiving it. Each party shall make best efforts and use at least reasonable care to safeguard the Confidential Information of the other party as it would its own Confidential Information. Neither party may use, copy, or disclose, in any manner, whether oral or written, any Confidential Information of the other, unless (a) it is necessary to perform its obligations under this Agreement, or (b) the party is required by law or court order to disclose such Confidential Information; provided, however, that the Disclosing Party shall be given prior notice thereof and a reasonable opportunity to take such steps (including seeking a protective order) as may be reasonably necessary to preserve the confidentiality of the Confidential Information.

3.4. Limitations. Each party acknowledges that, other than the foregoing warranties, the other party makes no warranties, express or implied, regarding any software, information, Service or services provided under this Agreement, including those of merchantability and fitness for a particular purpose. Markit's Service and Data Provider's Data are provided on an as-needed, permission basis, "as is." Markit makes no warranty or representation concerning the operation of the Service. Markit makes no warranty regarding and shall have no liability arising from the display or distribution of Data, the erroneous delivery of Data or inaccuracy, invalidity, or incompleteness of Data.

3.5. Indemnity. Each of the parties agrees to indemnify and hold harmless the other (including its affiliates, partners, officers, directors, employees, agents, and representatives) against any third party claims, threatened claims, and/or liabilities of any nature, including reasonable attorney's fees, arising out of or

relating to any breach of the warranties made by such party pursuant to Sections 1.4, 2.4 and 3.3 (the breaching party being the "Indemnifying Party" and the other party being the "Indemnified Party."). The Indemnified Party shall give the Indemnifying Party (a) prompt written notice of the claim or threat of such claim; (b) the right to control and direct the defense and settlement of the claim or threatened claim; and (c) reasonable assistance and information pertaining to the claim or threatened claim. The Indemnifying Party shall have no liability for damages caused by the Indemnified party's breach of this Section.

3.6. Limitations on Liability. With the exception of claims under Section 3.5, in no event shall either party be liable for any special, indirect, or consequential damages arising out of provision of the Services or Data or the use or inability to use the Service or Data by any Party, or third party, or any term of this Agreement regardless of the form of the action even if the other party to this Agreement or third party has been advised of the possibility of such damages. With the exception of claims pursuant to Section 3.5 In no event will the aggregate liability of either Markit or Data Provider, whether in contract, in tort (including negligence), under a warranty, under statute or otherwise, for any claim, direct or otherwise, arising out of or in connection with this Agreement, exceed the total amount of revenues collected by Markit in respect of the Service to which the liability relates during the twelve (12) month period immediately preceding the act or omission giving rise to the loss, regardless of the cause or form of action.

3.7. Publicity. Each party may disclose the existence and nature of their relationship under this Agreement in direct written and spoken communication to Subscribers and potential subscribers to the Service, provided, however, neither party shall make any public announcement or press release, or issue any marketing collateral evidencing this Agreement without the other's prior consent.

3.8. Independent Parties. Neither party is an employee, agent, or legal representative of the other for any purpose. The parties are independent contractors.

3.9. Notices. All notices to be given shall be in writing delivered to the address set forth herein, or via electronic mail to the following address:

Markit

Name: Markit On Demand, Inc.
Address: 5718 Central Ave.
Boulder, CO 80301
Email: MoDBusinessDevelopment@markit.com

Subscriber

Name: MidnightTrader, Inc.
Address: 5604 McKinely Street
Bethesda, MD 20817
Email: bmcfeely@mtnewswires.com

3.10. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York, without regard to its provisions governing conflicts of law. Each party hereby irrevocably submits to the exclusive general jurisdiction of the courts of the State of New York and waives the defenses of improper venue or inconvenient forum for the maintenance of any action arising out of or relating to this Agreement.

3.11. Fees. Markit agrees that it will pay the Data Provider the fees specified in Schedule A (the "Fees") within thirty (30) days of receipt of an appropriate invoice from the Data Provider. The Fees (which will be net of all sales, value added or other taxes properly payable in connection with the provision of the Data) will be paid to the Supplier in the currency stated in Schedule A.

3.12. Taxes. Data Provider will pay to Markit or to the relevant taxing authority, as appropriate, any applicable sales, use, goods and services, value added, withholding or similar taxes payable under this Agreement, if any. Data Provider shall hold Markit harmless from all claims and liability arising from Data Provider's failure to pay any such taxes, including penalties, interest, duties, tariffs or charges in connection with this Agreement.

3.13. Entire Agreement, Amendment, and Waiver. This Agreement contains the entire understanding and agreement between the parties regarding the Service. It supersedes any prior contribution agreements between the parties, and any prior agreements, written or oral, regarding the Service. This Agreement may not be modified or amended except in a writing signed by both parties.

3.14. Assignment. This Agreement shall not be assigned without the written consent of the other party, except to an affiliate of the assigning party or to the purchaser of the business to which it relates. Any other attempted assignment shall be void.

3.15. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable, such term or provision shall be ineffective only to the extent of such invalidity or unenforceability and the remainder of this Agreement shall continue in full force and effect.

3.16. Survival. The following Sections shall remain in effect and survive expiration and/or termination of this Agreement; 1.2, 1.4, 2.1, 2.4, and Sections 3.3 through 3.16.

[SIGNATURE PAGE FOLLOWS]

This Agreement is dated: **1ˢᵗ day of August** 2016 (the "Effective Date")

SIGNED for and on behalf of
Markit On Demand, Inc. by:

X _____

Sign
X CATHERINE ALLEGRA

Print Name
X Global Head

Title

SIGNED for and on behalf of
MidnightTrader, Inc. by:

X _____

Sign
X   Brooks B. McFeely

Print Name
X   CEO

Title