

ScorpioBroker Entity Contributor License Agreement

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1. Definitions

"You" means any Legal Entity on behalf of whom a Contribution has been received by Us.

"Legal Entity" means an entity which is not a natural person. "Affiliates" means other Legal Entities that control, are controlled by, or under common control with that Legal Entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such Legal Entity, whether by contract or otherwise, (ii) ownership of fifty percent (50%) or more of the outstanding shares or securities which vote to elect the management or other persons who direct such Legal Entity or (iii) beneficial ownership of such entity.

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3. Agreement

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You shall indemnify, defend and hold Us harmless from and against all claims based on an infringement of intellectual property rights, in particular, without limitation, Copyright and/or Media rights, to the extent a third party asserts that Your Contribution infringes upon its rights. In the event We are seeking indemnity under the above provision, We will give prompt written notice to You of the third party claim brought against Us and We will let You have control of the defense to the extent legally possible, provided that You may not make any admission on behalf of Us without our prior written consent. We will provide reasonable cooperation in the defense of any claim. Notwithstanding the defense obligations set forth above, We may at any time choose to be represented by our own counsel at our own expense.

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6. Consequential Damage Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR YOU BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

7. Miscellaneous

7.1 This Agreement will be governed by and construed in accordance with the laws of England, excluding its conflicts of law provisions and the United Nations Convention on Contracts for the International Sale of Goods ("UN Convention").

7.2 This Agreement sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other agreements or understandings.

7.3 If You or We assign the rights or obligations received through this Agreement to a third party, as a condition of the assignment, that third party must agree in writing to abide by all the rights and obligations in the Agreement.

7.4 The failure of either party to require performance by the other party of any provision of this Agreement in one situation shall not affect the right of a party to require such performance at any time in the future. A waiver of performance under a provision in one situation shall not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety.

7.5 If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is enforceable. Such void provision will not affect the remainder of the

Agreement. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

You

Name: _____
Title: _____
Address: _____

Us

Name: _____
Title: _____
Address: _____

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