



# NEO EXCHANGE INC. HISTORICAL DATA AGREEMENT

This HISTORICAL DATA AGREEMENT, dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is made between NEO EXCHANGE INC. (“NEO”) and \_\_\_\_\_ (“Customer”).

## 1. Interpretation

**Definitions.** In addition to those words and phrases defined elsewhere herein, words and phrases that are capitalized other than for grammatical purposes have the meanings set out below.

“**Agreement**” means this historical data agreement, as amended from time to time.

“**Customer’s Service**” means the goods or services provided by Customer, whether internally or externally, which are based on or use the Data or of which Data is a part.

“**Customer’s System**” means one or more of Customer’s systems through which Customer accesses Data and provides Customer’s Service.

“**Customer’s System Description**” means the description in Exhibit B to this Agreement, as amended, of Customer’s System for receiving, transmitting and disseminating Data, if applicable.

“**Data**” means market data and other information that has been collected, validated, processed and recorded by the Data System or other sources, including Third Party Information Providers, made available by or received from NEO relating to: (i) eligible securities or other financial instruments, markets, products or indices; (ii) activities of and information relating to NEO’s listed issuers; and (iii) any element of the market data or other information used or processed in such a way that it can be identified, recalculated or re-engineered from the processed market data or information.

“**Data System**” means any system that NEO has developed or uses for creation, collection or dissemination of Data.

“**Fees**” means any fees charged in connection with the use and reproduction of Historical Data.

“**Historical Data**” means Data that is: (i) information relating to securities trading on NEO that is updated and provided no more frequently than end-of-day, and (ii) information from Third Party Information Providers relating to securities listed on NEO and other financial instruments.

“**Individual User**” means any employee or contractor of Customer authorized by Customer to receive the Historical Data. If Customer is an individual, it is deemed to be the Individual User.

“**Order Form**” means the NEO Historical Data order form, as amended from time to time.

“**Third Party Information Providers**” means those persons that provide information to NEO in connection with the creation of the Historical Data.

“**Website**” means <http://www.neo.inc/> or a successor site.

## 2. Scope and Licence

- (a) NEO Representations. NEO has full power and authority to meet its obligations under this Agreement and to grant the rights hereunder without the consent of any other party that has not been obtained.
- (b) Access to Historical Data. NEO hereby grants to Customer the right to receive Historical Data from NEO by accessing the Data System directly, through a web portal, or via electronic files, as applicable, for the purposes described in Customer's System Description, as approved by NEO, subject to the terms and conditions in this Agreement. **For greater certainty, this Agreement is not required for the receipt of Historical Data by data recipients that have signed a NEO data agreement.**
- (c) Data Licence. NEO hereby grants to Customer's Individual Users a personal, non-exclusive, non-transferable licence to: receive Historical Data during the term of this Agreement; and use, process, reproduce and store such Historical Data in perpetuity only for the internal business or personal purposes of Customer in accordance with this Agreement. Individual Users may, for example:
  - (i) store the Historical Data, so long as it is only accessible to Customer's employees and contractors (or Customer, if an individual);
  - (ii) use the Historical Data for internal business or personal purposes consistent with the terms of this Agreement, including retrieval, analysis, recompilation, and the preparation of reports;
  - (iii) use the Historical Data in internally-developed or personally-developed algorithms, analytics, applications, calculations, presentations and reports, and other uses and publications, which incorporate, use or display Historical Data; and
  - (iv) provide subsets or excerpts to Customer's clients as part of a presentation or report so long as attribution and copyright notices in accordance with section 3 are also provided.
- (d) Prohibited Uses. Unless otherwise provided under this Agreement, Customer and its Individual Users may not:
  - (i) reproduce or redistribute or otherwise permit or provide access to unprocessed Historical Data to any third party;
  - (ii) sell, licence, publish or otherwise commercialize the Historical Data, including distributing the Historical Data as part of any periodic payment-based or usage-based service, except as described in Exhibit B, any amendments to which must be confirmed to be acceptable by NEO; nor
  - (iii) knowingly allow a user to make use of the Historical Data in any way that Customer or an Individual User would be prohibited from doing under this Agreement.

- 3. **Customer's Attribution Obligations**. Customer will, to the best of its ability, ensure that the Historical Data is clearly attributed as originating from NEO. Any copy of a report or presentation (in whatever form) that contains the Historical Data must include a notice, with the then current year filled in, as follows: "Source: NEO Exchange or an affiliate. Copyright © 20\_\_Aequitas Innovations Inc. All

Rights Reserved.” Customer will not remove or alter any intellectual property ownership or identification notices found within the Historical Data.

**4. Fees**

(a) Fees. Customer shall make timely payment of Fees as set out in the Order Form posted on the Website. Subject to all applicable laws, including regulatory approval, NEO reserves the right to change the Fees on thirty (30) days’ advance written notice to Customer, which notice may be by general email distribution.

(b) Payment; Failure to Pay. Fees are payable within thirty (30) days following the date of Customer’s receipt of the invoice. Customer shall pay to NEO interest at 1.5% per month on outstanding amounts on all past due fees. Failure to make full payment of outstanding Fees within fifteen (15) days of NEO’s notice that payment is past due may result in suspension of distribution of Historical Data to Customer without notice.

**5. Proprietary Rights to Data System and Historical Data.** Historical Data provided under or received in connection with this Agreement constitutes valuable proprietary information and rights of NEO and is not within the public domain. Customer expressly acknowledges that, as between NEO and Customer, NEO has exclusive proprietary rights in and to the Data System and the Historical Data. The Data System and the Historical Data, including without limitation any and all intellectual property rights inherent therein or appurtenant thereto, shall, as between NEO and Customer, be and remain the sole and exclusive property of NEO. Customer acknowledges that Third Party Information Providers who provide information, goods and services to NEO in connection with the creation of Historical Data have rights in their respective information and data.

**6. Disclaimer of Warranty/Guarantees**

(a) No Warranties. Customer acknowledges that NEO is providing the Historical Data “as-is”, without warranties, express or implied, including, but not limited to, any implied conditions or warranties of merchantability or fitness for a particular use or purpose, any implied warranty arising from trade usage, course of dealing or course of performance.

(b) No Guarantee. NEO does not guarantee that the Historical Data will be complete, accurate, sequential, error-free or operate without delay or interruption and Customer agrees that NEO will not be liable for any loss or claim caused by or arising out of the furnishing or use of the Historical Data, except for a loss or claim under section 8.

**7. Indemnification by Customer.** Customer shall indemnify, defend and hold harmless NEO, its affiliates, and their respective directors, officers, employees, agents and other representatives (the “**NEO Indemnified Parties**”) from and against all liabilities, losses and damages of whatever nature (including reasonable legal fees), and claims, proceedings, or suits suffered or incurred or compelling participation by any of the NEO Indemnified Parties arising from any person or company in respect of: (i) any delays in providing, failures to provide or errors or omissions in any Historical Data or its transmission or delivery; or (ii) any assertion by any third party that Customer’s or any Individual User’s use of the Historical Data other than in accordance with this Agreement infringes or misappropriates any copyright or any other intellectual property right of such third party.

**8. Indemnification by NEO.** NEO shall indemnify, defend and hold harmless Customer and its directors, officers, employees, agents and other representatives (the “**Customer Indemnified Parties**”) from any and all liabilities, losses and damages of whatever nature (including reasonable legal fees), and claims,

proceedings, or suits suffered or incurred or compelling participation by any of Customer Indemnified Parties incurred by Customer as a result of any assertion by any third party that the Historical Data infringes or misappropriates any copyright or other intellectual property right of such third party.

## 9. Term and Termination

- (a) **Term.** This Agreement shall take effect on the date set out above upon execution by both parties and shall continue in effect until terminated in accordance with its terms.
- (b) **Termination.** This Agreement may be terminated as follows:
  - (i) at any time by NEO upon at least sixty (60) days' advance notice to Customer;
  - (ii) if either Customer or NEO is in material breach of the Agreement, upon at least thirty (30) days' advance notice to the other party unless the breach is cured within the notice period; or
  - (iii) at any time by Customer upon at least thirty (30) days' advance notice to NEO.

## 10. Notices

- (a) All notices and other communications required or permitted to be given under this Agreement shall be in writing.
- (b) Any notice or communication to Customer shall be sent to its last known address shown in Exhibit A to this Agreement, as amended.
- (c) Any notice or communication to NEO shall be sent to:

Neo Exchange Inc.  
65 Queen Street West, Suite 1900  
Toronto, Ontario M5H 2M5  
Attention: Legal  
Email: Legal@neostockexchange.com
- (d) The parties consent to delivery and receipt by electronic means of all notices and other communications required or permitted to be given under this Agreement for purposes of administering this Agreement.

11. **Assignment.** A party may assign the Agreement and all or any part of its rights and obligations hereunder upon at least thirty (30) days' advance written notice to the other party.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

13. **Amendments.** This Agreement may only be amended by the parties in writing. No modification to this Agreement will be effective or binding unless in writing and signed by an authorized representative of both parties.

14. **Entire Agreement.** This Agreement, together with Exhibit A, Exhibit B and all current completed and executed Order Forms, constitute the entire agreement between NEO and Customer with respect to the subject matter hereof.

15. **Language.** The parties confirm that it is their wish that this Agreement be written in the English language only. *Les parties confirment leur volonté que la présente convention soit rédigée en anglais seulement.*

*[INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]*

**NEO EXCHANGE INC.**  
HISTORICAL DATA AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set out at the top of the Agreement.

\_\_\_\_\_  
Name of Customer (please print)

By: \_\_\_\_\_  
Signature of Customer/Authorized Officer

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
Title (please print)

**NEO EXCHANGE INC.**

By: \_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Signatory (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Date accepted by Neo Exchange Inc.

**EXHIBIT A**  
**CUSTOMER INFORMATION**

<b>GENERAL</b>			
Legal Name of Customer			
<input type="checkbox"/> Dealer <input type="checkbox"/> Buy-Side Firm <input type="checkbox"/> Issuer <input type="checkbox"/> Other, please specify:			
Address of Head Office			
Phone No.		Fax No.	
Principal Business Activities			
<b>AUTHORIZED REPRESENTATIVE(S)</b> (Senior Officer, Director or Partner)			
Primary Contact Name and Title		Secondary Contact Name and Title	
Email		Email	
Phone No.		Phone No.	
<b>TECHNICAL / SERVICE DESK CONTACTS</b>			
Primary Contact Name and Title		Secondary Contact Name and Title	
Email		Email	
(Trading Hours) Phone No.	(Non-Trading Hours) Phone No.	(Trading Hours) Phone No.	(Non-Trading Hours) Phone No.
<b>BILLING CONTACTS</b>			
Primary Contact Name and Title		Secondary Contact Name and Title	
Email		Email	
Phone No.		Phone No.	

<b>CUSTOMER AUTHORIZATION</b>	
Signature	Date
Name and Title	

**EXHIBIT B**  
**CUSTOMER'S SYSTEM DESCRIPTION**