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## MASTER SOLUTIONS AGREEMENT

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ALL TRADING CENTRAL SOLUTIONS ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS MASTER SOLUTIONS AGREEMENT OR MASTER SERVICES AGREEMENT (“MSA” OR “AGREEMENT”) AND THE ASSOCIATED SOLUTIONS ORDER OR SERVICE ORDER (“SO” OR “SOLUTIONS ORDER”). “SOLUTIONS ORDER” SHALL INCLUDE “SERVICE ORDER” AS APPLICABLE. PLEASE READ THIS AGREEMENT CAREFULLY. IT IS A LEGAL AGREEMENT AND MAY ONLY BE ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY SUBSCRIBING TO THE SOLUTIONS BY WAY OF A SIGNED SOLUTIONS ORDER (“CLIENT”). “CLIENT” SHALL INCLUDE “CUSTOMER” AS APPLICABLE. **IF CLIENT DOES NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLIENT MAY NOT ACCESS OR USE THE SOLUTIONS.** ANY ACCESS TO OR USE OF THE SOLUTIONS CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

**Trading Central Group (“TC Group”).** Trading Central offers proprietary research and solutions to support investment decision making (“Solutions”). Trading Central S.A. is the parent company of, among others, Trading Central Americas, Inc., Trading Central Asia Limited, Trading Central China Ltd., Trading Central Southern Europe Limited and Trading Central Canada Inc., (all are members of the “TC Group” and they are collectively represented here as Trading Central). This Agreement is between the Client and the applicable TC Group entity identified on the applicable Solutions Order. Some or all of the Solutions may be provided by members of the TC Group.

**Agreement.** The effective date of this Agreement is the Solutions Order Date of Client’s first Solutions Order (“Effective Date”) and the term of this Agreement will continue until there are no longer any Solutions Orders in effect. In the event of a conflict between the terms of a Solutions Order and the terms of the Agreement, the terms of the Solutions Order will govern. Trading Central may amend the terms of this Agreement from time to time acting reasonably and Client hereby agrees to be bound by such amendments. Trading Central shall use reasonable endeavours to inform Client of such amendments by giving notice by mail, email or via the Solutions. Client will be deemed to have accepted the amended Agreement if no notice of objection is received within thirty (30) days.

**Solutions Order (“SO” or “SOLUTIONS ORDER”).** Trading Central will provide the Solutions to Client in accordance with and subject to the terms and conditions of this Agreement and the applicable Solutions Order including any amendment(s) to a Solutions Order. The definition of “Solutions” is deemed to include all Trading Central products and services licensed to Client. The Solutions Order describes, among other things, the Solutions to be provided, the committed term for the provision of such Solutions (“Solutions Order Term”), and the fees to be paid for such Solutions (“Fees”). Each Solutions Order is incorporated into the Agreement by reference once signed by Trading Central and Client. Unless otherwise specified in a Solutions Order, each Solutions Order will specify the SO Term and will automatically renew for successive one (1) year renewal terms unless either party gives written notice of non-renewal to the other party at least ninety (90) days prior to the expiry of the then-current SO Term.

**License Grant.** For the SO Term, Trading Central grants to Client, a non-exclusive, non-transferable and non-sublicensable (except as set out herein), revocable license to access and use the Solutions, and the Content contained therein, as set out in the SO, which is either: (i) for Client’s internal use; or, (ii) Client’s use in connection with the carrying on of its business with its authorized users (each a “CPU” or “Client Permissioned User”). CPUs are further described in the Solutions Order. CPUs are referred to in this Agreement as “Users”. Depending on the Solutions licensed, Client may grant a limited sub-license to its Users to use the Solutions and Content for their personal use subject to the terms of this Agreement. “Content” means all information, data and materials made available to Client or its Users via the Solutions. The definition of “Solutions” is deemed to include Content.

**Change to Solutions.** Trading Central shall have the right to make non-material changes to the Solutions and Content in its reasonable discretion. Trading Central may make material variations to the Solutions or the Content or to replace, omit or otherwise vary the Solutions or Content upon ninety (90) days’ prior, written notice to Client. Trading Central Solutions shall be delivered on days that markets are open in the applicable jurisdiction except major bank holidays when exchanges are closed and/or whenever Trading Central offices are closed (e.g. Christmas, New Year, Easter, Chinese New Year, as applicable).

**Use of Trademarks.** Client may reproduce the trademarks or trade name of Trading Central, solely in the form provided by Trading Central and solely in connection with the provision of the Solutions to its Users. Trading Central may reproduce Client’s trade name and trademarks in connection with its provision of the Solutions and on its client lists for promotional and marketing purposes.

**Restrictions on Use.** Client shall not, nor shall it permit or authorize any third party, including its Users, to: (i) except as permitted by Trading Central in writing, translate, adapt, change, alter or otherwise modify the Content or any disclaimers or limitations of liability included in the Solutions; (ii) except as expressly permitted by this Agreement or an SO, internally or externally, copy, distribute, relay, publish or otherwise deal with, disclose or make available any part of the Solutions or Content, whether in the form received by them or in any other form; (iii) use the Solutions, data, output or other information received or derived from the Solutions to directly or indirectly create, train, test or otherwise improve in any way or manner any Large Language Model (“LLM”), Artificial Intelligence (“AI”) system, or any other machine learning algorithms or technology that can consume the Content of Trading Central to generate new content autonomously (iv) transfer any part of the Solutions or Content to another information distribution network or publication system, whether external or internal, or to any terminal not authorised by Trading Central to receive the Solutions; (v) remove any copyright, trademark or other intellectual property markings or notices, waivers or disclaimers from the Solutions; (vi) if applicable, use the Solutions on or in connection with any websites operated by Client other



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than the Website; or, (vii) if applicable, permit unauthorized linking to or framing of the Website. “Website” means either the Client’s web site, an IP address or an executable application where the Solutions are displayed to Users. In the event of any breach by the Client or a User of the terms of this Section, Trading Central may, at its option and, as applicable, suspend the provision of the Solutions to the Client or the User’s access to the Solutions. Nothing herein restricts the Client from customizing the presentation or “look and feel” of certain white-labelled Solutions as permitted by Trading Central.

**Client Obligations.** Client shall only access and use the Solutions in accordance with the terms of this Agreement and the applicable Solutions Order. For all Insightful Analytics (Computer Generated Pattern Recognition) Solutions, Client shall: (i) continue to maintain or host the Website into which the Solutions are integrated; (ii) require its Users to accept terms and conditions of use prior to accessing the Solutions which are no less restrictive than those contained in this Agreement, including the disclaimers in the DISCLAIMER Section below; (iii) use reasonable efforts to enforce such terms and conditions of use, both proactively and in response to a request from Trading Central; (iv) unless otherwise permitted by Trading Central in writing, require its Users to use a secure login and password to access the Solutions and to not share such login information with any third party.

**User Consent to Receive Solutions.** Some of the Solutions may include the delivery by Trading Central of electronic messages on behalf of Client to Users. Client represents and warrants that: (i) it has the right to deliver to TRADING CENTRAL all electronic communication information of its Users that it delivers to Trading Central, including names, email addresses and SMS numbers; (ii) in jurisdictions where Users are required to opt-in to receive electronic communications, that all such Users have opted-in to receive such electronic communications; (iii) Client is solely responsible for the purpose of the data processing of its Users, and in this context, Trading Central acts as a data processor. If Client is unable to manage the withdrawal of a User’s consent for the processing of its personal data, Client undertakes to inform Trading Central without delay. Upon such notice from Client, Trading Central will implement all necessary measures to cease processing, delete, or anonymize the relevant data.

**Third Party Licenses.** Depending on the Solutions licensed, Client may be required to enter into license agreements with, obtain permissions from, and/or pay fees to, third party providers of certain Content. Trading Central reserves the right to delay or suspend access to the Solutions: (i) until Client has in place all necessary third party licenses or authorizations and has paid all associated fees; or, in the event that it receives notice from a third party Content provider that Client does not have such license agreements or authorizations or has not paid the requisite fees. Unless agreed otherwise in an SO, Client is responsible for assessing and obtaining any such third party licenses or authorizations and paying the fees if required. Client agrees to provide certification of same to Trading Central upon request.

**Termination of Third Party Content Agreements.** Trading Central’s right to redistribute certain third party Content is subject to possible termination or withdrawal by its own third party licensors. Where Trading Central’s right to redistribute third party Content ceases, Trading Central reserves the right, in its reasonable discretion, to: (i) continue offering the Solutions using alternate, comparable Content; or (ii) discontinue offering the relevant part of the Solutions or the Solutions as a whole, in which case Trading Central may terminate, on written notice to Client and on the timeframes required by the applicable third party licensor(s), that portion of the SO that relates to such discontinued material or the whole SO (as applicable), and in such event Trading Central shall pay to Client a pro rata refund of all Fees Client has pre-paid for the discontinued material or the Solutions for the period after such termination comes into effect.

**Fees.** In consideration of Trading Central’s provision of the Solutions, Client shall pay the Fees set forth in the applicable Solutions Order. Such Fees may include, but are not limited to: License Fees, Overage Fees, Deployment Fees, Service Fees for Application Programming Interface (APIs), and Emailing Fees. Except as may be specifically set out in a Solutions Order or this Agreement, Client’s obligation to pay Fees is absolute, unconditional, non-cancellable and non-refundable and such Fees shall not be subject to any abatement, set-off, claim, counter-claim, adjustment, reduction, or defense for any reason, including, but not limited to, any claims that Trading Central failed to perform under this Agreement, or termination of this Agreement or any Solutions Order.

Following the first year of the Initial Term of the Solutions Order, and effective on 1st of January each year thereafter, Client acknowledges and agrees that monthly license fees payable for the Solutions will be increased as a cost-of-living adjustment based on the regional inflation index rate applicable to the Trading Central entity that is party to this SO. The increase will be calculated on a year over year basis as of the end of September the year prior, using the following indices:

**Trading Central Americas:** US CPI-U All items (Consumer Price Index for All Urban Consumers, All items)

**Trading Central Canada:** Canadian CPI All items

**Trading Central SA and Trading Central Southern Europe:** HICP (Harmonised Index of Consumer Prices) - Euro area

**Trading Central Asia:** Hong Kong CPI All items

**Trading Central China:** China CPI All items



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In addition, Trading Central reserves the right to increase License Fees up to 5% per year to support ongoing innovation, enhanced compliance, and increased data costs, and will provide not less than 30 days advance notice to Clients before such changes take effect. Use of the Solutions after the notice period will constitute Client's acceptance of the revised Fees.

**Payment of Fees.** Payment is due within 30 days of the invoice date. Without prejudice to any other remedy which it may have, Trading Central reserves the right to suspend or to terminate Client's access to the applicable Solutions for non-payment of invoices. Only after all overdue payments are settled by Client will Trading Central reinstate the Solutions and the period of suspension will be added to the end of the Solutions Order Term. Overdue payments will be subject to an interest charge on the unpaid balance at the highest rate permitted by applicable law. Trading Central may, at any time, modify payment terms or require a deposit or other acceptable form of security if it reasonably determines that there is a risk that Client may not be able to pay the Fees as required by this Agreement. Unless otherwise agreed by Trading Central, Client must pay by wire transfer.

- (i) **Costs.** Client agrees to pay reasonable attorney's fees and all other costs and expenses including, but not limited to, debt collection fees, which may be incurred by Trading Central in the enforcement of this Agreement.

**Taxes.** All Fees are exclusive of Goods and Solutions Tax, Sales Tax, Value Added Tax, and any other use or sales taxes, duties, or levies imposed by any authority, government or government agency which may apply or be introduced from time to time which shall be charged thereon in accordance with the relevant regulations in force at the time of providing the Solutions and shall be paid by Client. If Client is required by any tax authority to account for withholding tax (or similar duties or taxes) in respect of any Fees due to Trading Central, the Fees shall be grossed up so that Trading Central actually receives the amount which would have been payable had such withholding tax not been levied.

**Data Protection and Processing.** (i) As part of its commitment to transparency with its Clients, Trading Central adheres to a Data Protection Policy, which may be viewed at [https://global.tradingcentral.com/www/pdf/Data\\_Protection\\_Policy.pdf](https://global.tradingcentral.com/www/pdf/Data_Protection_Policy.pdf) (ii) To the extent that the performance of this Agreement involves the processing of End Users' Personal Data (as defined under applicable data protection laws), the Parties agree to comply with all applicable data protection and privacy laws and regulations. (iii) If and when such processing of Personal Data is required, the Parties acknowledge and agree that the Data Processing Agreement ("DPA") as set out in Appendix C herein, forms an integral part of this Agreement and shall set forth the respective roles, obligations, and rights of each Party regarding such data processing.

### Confidential Information.

- (i) "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, but is not limited to, the Solutions, this Agreement, as well as business and marketing plans, pricing information, technology and technical information, product plans and designs, and business processes. However, Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or, (iv) was independently developed by the Receiving Party without reference to or reliance on the Confidential Information of the Disclosing Party.
- (ii) **Protection of Confidential Information.** Except as otherwise permitted in writing by the Disclosing Party: (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any reason outside the scope of this Agreement; and, (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party solely to those of its employees, contractors, agents and advisors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing provisions no less stringent than those in this Agreement ("Authorized Parties"). The Receiving Party acknowledges and agrees that it shall be liable to the Disclosing Party for any unauthorized disclosure or use of Confidential Information by its Authorized Parties.
- (iii) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- (iv) **Client Suggestions.** Notwithstanding the foregoing, Trading Central shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Solutions any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client related to the Solutions.
- (v) **User Information.** Client, acting as data controller, is responsible for any information identifying a User and such information is deemed to be Confidential Information. Subject to Section (vi) below, on termination or expiration of this Agreement, once all outstanding invoices are paid in full but subject to any retention requirements imposed on Trading Central by applicable regulatory bodies, Trading Central shall remove all identifiable information about Users, if any, from its databases. Trading Central may gather and collect information relating to Client and Users, including, but not limited to, user preferences and usage log information, in an aggregate and anonymous format only, for statistical, marketing or commercial purposes.



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**(vi) Survival and Return of Information.** The obligations of confidentiality in this Agreement shall be effective throughout the term of this Agreement and shall continue in full force and effect for a period of five (5) years following its termination or expiration. All documents and other tangible objects containing or representing Confidential Information which have been disclosed by the Disclosing Party to the Receiving Party, and all copies thereof which are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned or, at the option of the Receiving Party, destroyed, upon the Disclosing Party's written request provided, however, that, the Confidential Information may be retained by the Receiving Party to the extent: (i) that an archival copy of the Confidential Information is contained in electronic files as part of the Receiving Party's regular data backup procedures; or, (ii) required by law or regulatory authority with jurisdiction over the Receiving Party. The Receiving Party shall cease use of any such retained Confidential Information and shall hold such Confidential Information at all times in accordance with the terms of this Agreement and in accordance with applicable data protection laws.

**Intellectual Property.** Title to and ownership of all intellectual property including, without limitation, any patent, trademark, copyright or intellectual or industrial property right, relating to the Solutions, including the Content, and the software used to generate the Solutions ("Software") shall at all times remain with Trading Central or its licensors, as applicable. Client expressly acknowledges that it does not have and shall not, by virtue of this Agreement, acquire any proprietary rights whatsoever of any kind in or over any adaptation, modification, derivation, addition or extension to the Solutions or the Software, whether made by Trading Central or Client, and that Client's sole right to access and use the Solutions and the Software is as set forth in this Agreement. Trading Central reserves all rights not expressly granted to Client pursuant to this Agreement.

**DISCLAIMER.** CLIENT ACKNOWLEDGES AND AGREES THAT: (I) NEITHER TRADING CENTRAL NOR ITS LICENSORS GUARANTEES OR MAKES ANY WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SEQUENCE, TIMELINESS, ACCURACY OR COMPLETENESS OF THE SOLUTIONS OR ANY CONTENT, NOR DO THEY REPRESENT THAT THE SOLUTIONS OR CONTENT MAY BE RELIED UPON FOR TRADING PURPOSES; (II) THE SOLUTIONS DO NOT

CONSTITUTE IN ANY WAY A SOLICITATION NOR INCENTIVE TO SELL OR BUY ANY SHARES, STOCK OPTIONS AND SIMILAR AND ASSIMILATED PRODUCTS; (III) BY ITS VERY NATURE, ANY INVESTMENT IN SHARES, STOCK OPTIONS AND SIMILAR AND ASSIMILATED PRODUCTS IS CHARACTERISED BY A CERTAIN DEGREE OF UNCERTAINTY; THAT CONSEQUENTLY, ANY INVESTMENT OF THIS NATURE INVOLVES RISKS FOR WHICH CLIENT AND USERS ARE SOLELY RESPONSIBLE AND LIABLE. **TRADING CENTRAL CAUTIONS THAT PAST PERFORMANCE OF A FINANCIAL INSTRUMENT DOES NOT GUARANTEE, NOR IS AN INDICATION OF, FUTURE PERFORMANCE;** (IV) THE USE AND INTERPRETATION OF THE SOLUTIONS REQUIRE FINANCIAL SKILLS AND JUDGEMENT. ANY UTILISATION WHATSOEVER BY CLIENT OR USERS OF THE SOLUTIONS, AS WELL AS ANY DECISION WHICH CLIENT OR USERS MAY TAKE REGARDING A POSSIBLE PURCHASE OR SALE OF SHARES, STOCK OPTIONS AND SIMILAR AND ASSIMILATED PRODUCTS, ARE THE SOLE RESPONSIBILITY AND LIABILITY OF CLIENT AND USERS, WHO ACKNOWLEDGE AND AGREE TO THIS AS A CONDITION PRECEDENT TO AND PRIOR TO ANY ACCESS TO THE SOLUTIONS.

**No Warranty.** THE SOLUTIONS, INCLUDING, WITHOUT LIMITATION, THE SOFTWARE AND CONTENT, ARE PROVIDED ON AN "AS IS" BASIS. THERE ARE NO OTHER REPRESENTATIONS, COVENANTS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT OR THAT THE USE OF THE SOLUTIONS WILL BE UNINTERRUPTED OR ERROR-FREE. WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARE ALSO EXPRESSLY DISCLAIMED.

**No Indirect Damages.** TRADING CENTRAL, ITS LICENSORS AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL NOT BE LIABLE TO CLIENT OR ANY USER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITH RESPECT TO LOSS OF DATA, TRADING LOSSES OR PROFITS OR BUSINESS INTERRUPTION) SUFFERED BY CLIENT OR USERS HOWSOEVER CAUSED AND REGARDLESS OF THE FORM OR CAUSE OF ACTION, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR TRADING CENTRAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO CLIENT.

**Limitation of Liability.** EXCEPT TO THE EXTENT THAT SUCH DAMAGES CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, NEITHER TRADING CENTRAL NOR ITS LICENSORS IS LIABLE FOR: (I) ANY ERROR IN OR ANY DELAY OR FAILURE IN TRANSMISSION OF THE SOLUTIONS; OR (II) FOR THE TIMELY AVAILABILITY OF CONTENT RECEIVED FROM THIRD PARTIES; (II) FOR ANY INTERRUPTION, DISRUPTION OR SUSPENSION OF THE SOLUTIONS AVAILABLE ON THE INTERNET WHATSOEVER, EVEN WHEN THIS RESULT CAUSES THE INFORMATION AND RELATED SOLUTIONS PROVIDED TO BE RENDERED INACCURATE, INACCESSIBLE OR INCOMPLETE; (III) ANY DAMAGES WHATSOEVER ARISING IN RESPECT CLIENTS OR USERS' USE OF OR RELIANCE ON THE SOLUTIONS OR CONTENT FOR THE PURCHASE OF FINANCIAL INSTRUMENTS; OR (IV) ANY DAMAGES WHATSOEVER AND APPLICABLE LEGAL EXPENSES ARISING FROM CLIENT'S USE OF THE SOLUTIONS, DATA, OUTPUT OR OTHER INFORMATION RECEIVED OR DERIVED FROM THE SOLUTIONS TO DIRECTLY OR INDIRECTLY CREATE, TRAIN, TEST, OR OTHERWISE IMPROVE ANY MACHINE LEARNING ALGORITHMS OR ARTIFICIAL INTELLIGENCE SYSTEM.

TRADING CENTRAL'S TOTAL LIABILITY AND OBLIGATION IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN ANY CONNECTION WITH THIS AGREEMENT, WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND OR NATURE



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WHATSOEVER, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE) SHALL NOT EXCEED THE LESSER OF THE FEES ACTUALLY PAID TO TRADING CENTRAL DURING THE SIX (6) MONTHS PRECEDING THE CLAIM OR THE TOTAL FEES ACTUALLY PAID TO TRADING CENTRAL BY CLIENT. TRADING CENTRAL SHALL HAVE NO LIABILITY TO ANY USER. THE FOREGOING LIMITATIONS WILL APPLY TO THE EXTENT PERMITTED BY LAW AND EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

### Termination.

- (i) **Agreement.** In the event that there are no active Solutions Orders, either party may terminate the Agreement upon sixty (60) days' prior written notice to the other party.
- (ii) **Solutions Order.** Client may terminate a Solutions Order at any time prior to the end of the SO Term by giving notice to this effect to Trading Central at least ninety (90) days prior to the proposed early termination date; provided, however, that Client pays to Trading Central an amount equal to 100% of the remaining Fees otherwise payable to the end of the SO Term of the applicable Solutions Order ("**Early Termination Fee**"). Client agrees that the Early Termination Fee is based on an agreed revenue expectation and is not a penalty.
- (iii) **Termination for Cause.** Either party may terminate this Agreement and the associated Solutions Orders effective immediately: (i) in the event that the other party defaults under the terms of this Agreement by failing to fulfill its material obligations hereunder and such failure is not cured within thirty (30) days from the date the defaulting party receives written notice of such default from the other party; or, (ii) upon written notice to the other party that a receiver has been appointed in respect of the whole or a substantial part of a party's assets or a petition in bankruptcy or for liquidation is filed by or against a party which is not dismissed within sixty (60) days, or if a party is dissolved or liquidated or is insolvent.
- (iv) **Termination or Suspension for Non-Payment.** If Client fails to pay any Fees within thirty (30) days of their due date, Trading Central may, in its sole discretion, terminate the applicable Solutions Order or suspend Client's access to the Solutions until such time as Client pays the outstanding Fees, including any interest thereon. Termination or suspension for non-payment shall not relieve Client of its responsibilities under the Agreement. For clarity, notwithstanding Trading Central's suspension of the Solutions or termination of a Solutions Order, Client's obligation to pay Fees or Early Termination Fees, as applicable, continues.
- (v) **Effect of Termination.** Upon termination of this Agreement or expiration or termination of a Solutions Order all obligations of Trading Central to provide the Solutions shall cease. Client shall, and shall cause its Users to, cease all use of the Solutions and, when all outstanding invoices are paid in full by Client but subject to any retention requirements imposed on Trading Central by applicable regulatory bodies, each party shall return to the other party the Confidential Information of the other party in accordance with Section (vi) of the Confidential Information Section above. For clarity, termination of this Agreement automatically terminates all active Solutions Orders.
- (vi) **Survival.** Termination of this Agreement for any reason shall not release either party from any liability that accrued on or before the date of termination or that may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from the following provisions of the Agreement: Fees, Payment of Fees, Taxes, Confidential Information, Intellectual Property, Disclaimer, No Warranty, No Indirect Damages, Limitation of Liability, Effect of Termination, Survival, General.

### Terms Associated With Each Member of the TC Group.

- (i) **Trading Central S.A. ("TCSA").** TCSA is a member of ANACOFI-CIF (Association Nationale des Conseillers Financiers), an investment advisor association approved by the Autorité des Marchés Financiers (AMF), and registered with ORIAS under number 17005458. Its registered address is 11 bis rue Scribe, 75009, Paris, registered at the registry of commerce and companies of Paris under the number 423 512 607. If Client is contracting with TCSA, then Client agrees that:
  - a. This Agreement and associated Solutions Orders will be governed by the laws of France and each party submits to the exclusive jurisdiction of the courts in Paris, France.
- (ii) **Trading Central Americas, Inc. ("TCA").** TCA is registered as an investment advisor with the United States Securities and Exchange Commission pursuant to the *Investment Advisor's Act of 1940*. Its business office is at 60 Broad Street, Suite 3502, New York, NY 10004 USA. If Client is contracting with TCA, then Client agrees that:
  - a. It has received a copy of Part II of TCA's Form ADV; and,
  - b. This Agreement and associated Solutions Orders will be governed by the laws of New York and each party submits to the exclusive jurisdiction of the courts in New York, NY, USA.
- (iii) **Trading Central Asia Limited ("TCAL").** TCAL is registered as an investment advisor with the Hong Kong Securities and Futures Commission pursuant to the *Securities and Futures Ordinance*. Its registered address is 5/F, Manulife Place, 348 Kwun Tong Road, Kowloon, Hong Kong, incorporated in Hong Kong (number 1424713) under the Companies Ordinance (Chapter 32 of the Laws of Hong Kong). If Client is contracting with TCAL, then Client agrees that:
  - a. This Agreement and associated Solutions Orders will be governed by the laws of Hong Kong and each party submits to the exclusive jurisdiction of the courts in Hong Kong.
- (iv) **Trading Central China Ltd. ("TCCL").** TCCL is not required to be registered as an advisor in China. Its registered address is 3rd & 4th Floor, No. 1, Lane 65, Huanlong Road, Pudong New District, Free Trade Zone of Shanghai, People's Republic of China. If Client is contracting with TCCL, then Client agrees that this Agreement and associated Solutions Orders will be governed by the laws and regulations of the People's Republic of China ("PRC").



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- (v) **Trading Central Southern Europe Limited ("TCSE").** TCSE is not required to be registered as an advisor in Cyprus. Its registered address is Vasili Michailidi 21, 3026 Limassol, Cyprus, incorporated under the Companies Law, Cap. 113 (registration number: 366288). If Client is contracting with TCSE, then Client agrees that:
- a. This Agreement and associated Solutions Orders will be governed by the laws of Cyprus and each party submits to the exclusive jurisdiction of the courts in Cyprus.
- (vi) **Trading Central Canada Inc. ("TCCI").** TCCI is not required to be registered as an investment advisor in Canada. Its registered address is 333 Preston Street, Unit 620, Ottawa, ON, K1S 5N4, Canada. If Client is contracting with TCCI, then Client agrees that:
- a. This Agreement and associated Solutions Orders will be governed by the laws of the Province of Ontario, Canada, and the laws of Canada applicable in Ontario. The parties hereby submit to the exclusive jurisdiction of the courts located in Ottawa, Ontario, Canada.
- (vii) **TC Group.** The parties expressly disclaim all applicable choice of law or conflict of law rules and expressly exclude the United Nations Convention on Contracts for the International Sale of Goods. Each party waives any right, and agrees not to apply to have any disputes under this Agreement tried or otherwise determined by a jury, except where required by law. Notwithstanding the foregoing specification of governing law, Trading Central may, at its option, enforce payment-related issues in the jurisdiction where Client is located.

### General.

**Audit Right.** Client will permit Trading Central and its representatives to enter, during normal business hours, into locations where Trading Central Solutions are being accessed and/or received and to have access to and make copies of the books, records and computers at such locations for the purpose of assessing compliance with this Agreement.

**Dispute Resolution.** The parties shall attempt to amicably resolve any disagreement or dispute arising with respect to this Agreement. In the event that any dispute, controversy, claim or alleged breach respecting this Agreement (each a "Dispute") continues for a period greater than thirty (30) days, the Dispute shall be internally escalated by both parties.

**Force Majeure.** Trading Central shall not be liable for failure to perform or delay in performing any obligation if such failure or delay is caused by circumstances beyond its reasonable control.

**Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**Severability.** If any of the provisions of this Agreement are held to be in violation of applicable law, void or unenforceable in any jurisdiction, then such provision shall be modified by the court or interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**Vendors and Subcontractors.** Client acknowledges and agrees that Trading Central may provide all or part of the Solutions through its vendors, affiliates or subcontractors. **Solutions may be hosted in Canada, the United States or Europe by Trading Central's third party hosting providers.**

**Anti-SPAM Laws.** As an email service provider, Trading Central uses reasonable efforts to abide by local anti-spam laws and works closely with mailbox service providers to help ensure that the emails Trading Central sends on behalf of its Clients actually reach the intended recipients. To assist Trading Central in its efforts, Client represents and warrants that if it is using email-based Services: (1) Client will only upload into Trading Central's emailing back office system, lists of email recipients who have given express consent to receive newsletters by email; and, (2) Client will remove all opt-outs and bounced email addresses from those lists prior to uploading them. Without prejudice to any of Trading Central's other rights, Trading Central may also suspend the Service or terminate the applicable Service Order in the event of: (i) a breach of either or both of the foregoing representation and warranties; (ii) bounce rates that exceed 1%; or, (iii) spam report rates that exceed 0.1% (number of spam reports/total emails sent).

**Assignment.** Client may not assign this Agreement without the prior written consent of Trading Central. Trading Central may assign this Agreement any time in its discretion.

**Novation.** Client may not novate this Agreement without the prior written consent of Trading Central. Should Trading Central agree to such a request the novation will be subject to: payment of any outstanding invoices by the retiring party; KYC ("Know Your Client") verification of the company which will become party to the Agreement; and payment of a novation administration fee as applicable; at which time a written amendment will be signed by authorized representatives of all parties.

**Entire Agreement.** This Agreement, including any Solutions Orders, which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to its subject matter. It supersedes all prior and contemporaneous proposals, agreements, or



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other communications between the parties relating to the same subject matter, whether written or oral. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or in any other Client order documentation (excluding Solutions Orders and/or Amendments or Addendums) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**Notice.** Notices are to be delivered by email with confirmation of receipt.

**Government Regulations.** Client represents: (i) that it is not named on any U.S. Government list of persons or entities prohibited from receiving exports from the United States or the equivalent European Union list; and, (ii) Client shall not, and shall not permit Users to, access or use the Solutions in violation of any United States or European Union sanction, export embargo, prohibition or restriction.

**Supporting Documentation**

Trading Central may, in its discretion, require that Client produce evidence in support of its viability as a company. Such evidence may include, but not be limited to, copies of passports of signatories, certificates of incorporation, financial statements, signing officer board resolutions, and/or articles of incorporation as highlighted in Appendix A.



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### Appendix A Important Regulatory information

#### 1. “Know your customer” (KYC) documentation

In compliance with SEC, MiFID and SFC regulations the following documentation must be provided prior to contract execution. Trading Central will not execute a Solutions Order until documentation is complete and is approved.

Please provide copies of:

- I. a Certificate of Incorporation in the exact Client legal name of the company that will be party to the Agreement
- II. a scanned copy of the signatory identification (e.g. national ID card, passport)
- III. evidence the signatory is duly authorized to sign legal agreements on behalf of the Client
- IV. evidence of a corporate bank account in Client’s legal name

For small companies, start-ups, and or for those Clients based in: (i) exotic jurisdictions (as deemed to be higher risk markets by Trading Central compliance); (ii) offshore financial centers; or (iii) non-cooperative tax havens (as defined by the OCDE), further documentation and background checks may be required, subject to prepayment of fees, at Trading Central’s discretion.

For Clients based in countries referenced in the United Nations Grey List, the UN Security Council Sanctions List, the EU grey list, the USA sanctioned list, or the FATF blacklist etc., Trading Central reserves the right to reject any contractual relation.

#### 2. Meetings

As per the Hong Kong Securities & Futures Commission (SFC), Section VI (Anti-Money Laundering and Counter-Terrorist Financing AML & CTF), and Chapter 15 (Customer Due Diligence “CDD”), Trading Central staff is required to meet with any Client contracting with Trading Central Asia Limited for purposes of identity validation.

#### 3. Ethical business practices

Trading Central has a long standing policy to avoid graft, predatory and unethical business practices. Trading Central ethical guidelines are set out in [French](#) anti-corruption law, and [US](#) Foreign Corrupt Practices Act and [SEC](#) rules, among others.

In developed or developing nations Trading Central staff will not engage in any “local traditions” in order to obtain introductions, deals, financial benefits or legal favors.

#### 4. China State Owned Enterprises

In China and other developing Asian nations, Trading Central does not hire individual “Sales Agents”, and does not offer any rebates, kickbacks, handling and or introduction fees which may be deemed as bribes under the [PRC Anti-unfair Competition Law \(the “AUCL”\) Article 8](#), in order to be awarded Public and or State Owned Enterprise contracts.



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### Appendix B Service Fees

**Emailing Fees: (applicable per newsletter)**

<b>Monthly Fees</b>			
<b>Number of emails sent per month - up to</b>	<b>EUR</b>	<b>USD</b>	<b>CAD</b>
10,000	30	36	48
50,000	90	108	144
100,000	150	180	240
250,000	270	324	432
500,000	500	600	800
1,000,000	750	900	1200
2,000,000	1,000	1,200	1600
>2,000,000 - Fees per 1,000 sent	0.40	0.48	0.64

**Service Fees for Application Programming Interface (APIs) Calls:**

<b>Monthly Fees</b>			
<b>Monthly API calls - up to</b>	<b>EUR</b>	<b>USD</b>	<b>CAD</b>
10,000	5	6	8
100,000	15	18	24
500,000	70	84	112
1,000,000	120	144	192
5,000,000	375	450	600
20,000,000	1,101	1,321	1,762
>20,000,000	price available upon request		



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**Fees for AI Requests – FIBI Storyteller Edition:**

<b>FIBI STORYTELLER EDITION</b>			
<b>Monthly Fees - Price per 1,000 Requests</b>			
<b>Number of AI Requests per month - up to</b>	<b>EUR</b>	<b>USD</b>	<b>CAD</b>
1,000	50	60	80
5,000	25	30	40
10,000	20	24	32
50,000	15	18	24
100,000	10	12	16
500,000	7	8	11
1,000,000	5	6	8
10,000,000	3	4	5



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### Appendix C Data Processing Agreement

This Data Processing Agreement (“**DPA**”) forms an integral part of the Master Solutions Agreement between the Parties. This DPA is between the Client and the applicable TC Group entity identified on the applicable Solutions Order. The Client that is Party to the Master Solutions Agreement or the Master Services Agreement (“**MSA**”) is hereinafter referred to as the “**Controller**”, and Trading Central is hereinafter referred to as the “**Processor**”.

#### Introduction

The purpose of this DPA is to define the conditions under which Trading Central, acting as a subcontractor, processes Personal Data on behalf of its Clients who acknowledge having the status of Data Controller. All Trading Central Solutions are provided pursuant to the terms and conditions of the MSA and the associated Solutions Order or Service Order (“**SO**”) of which this Data Processing Agreement is an integral part. Please read this DPA carefully. It is a legal agreement and may only be accepted by an authorized representative of the company subscribing to the Trading Central Solutions by way of a signed SO. **If Client does not accept the terms and conditions of this DPA, Client may not access or use the Trading Central Solutions.** Any access to or use of the Solutions constitutes acceptance of this DPA.

#### Definitions.

- (i) **Controller:** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
- (ii) **Data Breach:** means a breach of security leading to the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure of, access to, or other Processing of Information transmitted, stored, or otherwise Processed.
- (iii) **Data Protection Laws and Regulations:** means all applicable privacy and security laws and regulations.
- (iv) **Data Protection Authority:** means any representative or agent of the government who has the authority to enforce local data privacy and security laws.
- (v) **Data Subject:** means a natural person whose Information is Processed pursuant to this DPA.
- (vi) **Information:** means all data Processed by Trading Central or its Sub-processor pursuant to this DPA, including Personal Data and Sensitive Data.
  
- (vii) **Personal Data:** means any Information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified or identifiable natural person, and or particular Users. An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- (viii) **Process or Processing:** means any operation or set of operations which is performed on Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- (ix) **Processor:** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.
- (x) **Sensitive Data:** means any Information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health, or data concerning a natural person's sex life or sexual orientation, or Information relating to criminal convictions and offences.
- (xi) **Sub-processor:** means any entity contracted by Trading Central to assist and/or support Trading Central in the provision of the Solutions or Services pursuant to the MSA and this DPA.

**Roles of the Parties.** The Parties agree that Client is the Controller of the Personal Data and is solely responsible for determining the purposes and means of the processing of Personal Data and its compliance with Data Protection Laws and Regulations, including without limitation the lawfulness of any transfer of Personal Data to Trading Central, and the instructions given to Trading Central concerning Trading Central’s Processing of Personal Data. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Client acquires Personal Data. Client represents that it shall provide Data Subjects with all required notices and obtain any necessary consent required by applicable Data Protection Laws and Regulations prior to the transfer of any Personal Data to Trading Central. Upon request, Client shall provide adequate proof for having properly obtained all such necessary consent, authorizations and required permissions. Client shall limit the amount of Personal Data provided to Trading Central to the minimum necessary for the performance of the Solutions or Services. Trading Central is the Processor or service provider responsible for Processing Personal Data on Client’s behalf.



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**Processing.**

	Processing n°1	Processing n°2
Purpose of Processing	Fulfill Agreement obligations	Fulfill Agreement obligations
Nature of Processing	Sending Newsletters	Sending Alerts
Categories of Information Involved	Email address First and last name phone # (optional)	Email address
Categories of Data Subjects Involved	User	User
Data retention period	Agreement Term	Agreement Term
Processing Location	Europe	North America
Subcontractor of Trading Central involved in the processing	Amazon Web Services ("AWS")	Amazon Web Services ("AWS")

**Trading Central Obligations.** Trading Central will:

- (i) Only process Information in accordance with this DPA, applicable Data Protection Laws and Regulations, and only upon Client’s documented instructions in connection with the provision of the Solutions pursuant to the Solutions (or Service) Order executed by the Parties. Subject to the terms of this DPA and with mutual agreement between the Parties, Client may issue additional written instructions concerning the type, extent and procedure of Processing. Any changes to the subject matter of Processing and of procedures shall be agreed upon by the Parties in writing prior to becoming effective.
- (ii) Trading Central, taking into account the nature of Processing and the Information available to it, will assist Client in being compliant with Articles 32-37 of the General Data Protection Regulation (“GDPR”).
- (iii) Not transfer Information to another organization without the Customer’s prior written approval.
- (iv) Not sell Personal Data to third parties for money or other valuable consideration.
- (v) Implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. In assessing the appropriate level of security, Trading Central shall weigh the risks presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.
- (vi) Ensure each of its Sub-processors complies with the obligations in this section (“Trading Central’s Obligations”) of this DPA as if it were Trading Central. Client hereby authorizes Trading Central to engage its current Sub-processors as set out in the preceding matrix to Process Personal Data in accordance with this DPA. Trading Central will notify Client of any intent to add or replace its Sub-processors. If Client reasonably objects to the addition of a new Sub-processor, Client shall notify Trading Central in writing of its specific objections within fifteen (15) days of receiving such notification. If Client does not object within such period, the addition of the new Sub-processor and, if applicable, the accession to this DPA shall be considered accepted. If Client objects to the addition of a new Sub-processor and Trading Central cannot accommodate Client’s objection, Client may terminate the Solutions and Software in writing within fifteen (15) days of receiving Trading Central’s notification of its inability to accommodate Client’s objection. Client will not communicate directly with Trading Central’s Sub-processors regarding the Services.
- (vii) Notify Client when any law or legal requirement prevents Trading Central from fulfilling its obligations under this DPA, or from complying with CLIENT’S instructions.
- (viii) Make available to the Client all information necessary to demonstrate Trading Central’s compliance with its obligations under this DPA and applicable Data Protection Laws and Regulations.
- (ix) Immediately notify Client, in writing, of the following:
  - a. A Data Subject’s request to access, rectify, erase, transport, object to, opt-out, or restrict Information Processed pursuant to this DPA;
  - b. Any request or complaint received from Client’s Users;
  - c. Any question, complaint, investigation, or other inquiry from a Data Protection Authority; and
  - d. Any request for disclosure of Information from a public entity related in any way to Sub-processor’s Processing of Information under this DPA.
  - e. Trading Central will assist Client in fulfilling its obligations to respond to any request or inquiry referenced in the preceding sub-bullets (ix) a.-d. herein.
  - f. Trading Central will not respond to requests referenced in points (ix) a.-d. above without Client’s prior written consent unless Trading Central is required to respond by law.
- (x) Cooperate with Client to comply with applicable Data Protection Laws and Regulations and this DPA.
- (xi) Delete or return existing copies of Information unless local law requires storage of the Information, upon termination of this DPA or upon Client’s request to delete or return Information. In instances where local law requires Trading Central to store



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- Information, Trading Central will protect the confidentiality, integrity, and accessibility of the Information; will no longer Process the Information; and will continue to comply with this DPA.
- (xii) Immediately inform Client if, in its opinion, an instruction or request from Client infringes upon any applicable Data Protection Laws or Regulations. Trading Central will not execute such instructions until the instruction has been confirmed or modified by Client.
  - (xiii) Trading Central shall investigate potential Data Breaches, and after becoming aware of a Data Breach Trading Central shall notify Client without undue delay and in accordance with relevant Data Protection Laws and Regulations.

**Client Obligations.** Client obligations include the following:

- (i) Client shall indemnify Trading Central within the limits of the MSA, against any third-party claims or actions arising from its obligations, and undertakes to bear, as they occur, all expenses, judgments, costs, and reasonable attorneys' fees that Client may incur as a result of such proceedings.
- (ii) Client, as Controller is solely responsible for assessing whether Personal Data can be processed lawfully. Client declares and warrants that it has informed all Data Subjects of their rights and the mandatory Information required by applicable Data Protection Laws and Regulations, and has obtained, where applicable, their consent in accordance with such regulations.
- (iii) Client undertakes to provide the Information and obtain the consent of the Data Subjects in accordance with applicable Data Protection Laws and Regulations on the protection of Personal Data and, where applicable, to provide and/or obtain their consent again, in accordance with such Data Protection Laws and Regulations.
- (iv) Client declares that it has implemented all technical and organizational security measures to:
  - ensure the confidentiality, integrity, availability, and resilience of the information systems processing Personal Data, in accordance with best industry practices and this DPA;
  - restore, where necessary, the availability of and access to Personal Data, in accordance with best industry practices and this DPA.

**TERM.** This DPA shall come into effect when a Solutions Order or Service Order associated with a Master Solutions Agreement or a Master Services Agreement is executed between the Parties, and will be valid for as long as the Processor provides the Solutions or the Services to the Controller, pursuant to the MSA.

**MISCELLANEOUS.**

- (i) Capitalized terms used but not defined in this DPA have the meaning ascribed to them in the MSA.
- (ii) In the event of any conflict between the provisions of this Data Processing Agreement and the provisions of the MSA, this Data Processing Agreement shall take precedence.
- (iii) If any provisions of this Data Processing Agreement are invalid or unenforceable, then such provisions shall be modified so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the validity and enforceability of all other provisions of this Data Processing Agreement shall remain in full force and effect.
- (iv) Client is informed that Processor's Data Protection Policy is available at:  
[https://global.tradingcentral.com/www/pdf/Data\\_Protection\\_Policy.pdf](https://global.tradingcentral.com/www/pdf/Data_Protection_Policy.pdf)