

STOCK-TRAK BRANDED TRADING PLATFORM TERMS AND CONDITIONS

STOCK-TRAK BRANDED TRADING PLATFORM TERMS AND CONDITIONS

The Terms and Conditions (“Agreement”) set forth below are effective as of the date the Order Form is signed (the “Effective Date”), and are agreed to by and between Stock-Trak Inc., a Canadian corporation presently residing at 101 Marcel-Laurin Boulevard #330 Montreal, Quebec, H4N 2M3, Canada (hereinafter termed “Stock-Trak”) and the University or business entity ordering the Trading Platform (“Client”).

1. OWNERSHIP

1.1 Ownership by Stock-Trak.

All trademarks, service marks, copyrights, and other intellectual property or other rights in any technology, computers, software, web pages, web scripts, content, documentation, ideas, concepts, inventions, or other materials now owned by Stock-Trak or its licensors, or hereafter developed by or on behalf of Stock-Trak, or otherwise provided by Stock-Trak to Client under this Agreement (collectively the “Stock-Trak Technology”) are and will remain the sole and exclusive property of Stock-Trak or its licensors. Stock-Trak also reserves the right to place a “Powered by Stock-Trak” or similar phrase or logo at the bottom of each page.

1.2 License to Client.

Subject to the terms and conditions of the Agreement, Stock-Trak, Inc. hereby grants to Client a nonexclusive, non-transferable (except as provided in Section 9.2) license to access, use, and display the custom-branded web site hosted by Stock-Trak using the Stock-Trak Technology (the “Branded Site”) for the purpose of making the Branded Site available to Client’s end users. Except as expressly set forth in this Agreement, Client shall not transmit, copy, or otherwise make available to third parties (or allow any third party to transmit, copy, or otherwise make available to third parties) the Stock-Trak Technology.

1.3 Ownership by Client.

All trademarks, service marks, copyrights, and other intellectual property or other rights now owned or hereafter in any graphics, text, logos, images, colors, logos, end user data, or similar content provided by the Client or its licensors (“Client Content”) are and will remain the sole and exclusive property of Client and its licensors.

1.4 License to Stock-Trak.

Subject to the terms and conditions of the Agreement, Client hereby grants to Stock-Trak, and all contractors acting on behalf of Stock-Trak, a non-exclusive, non-transferable (except as provided in Section 9.2) license to access, use, modify, display, and create derivative works of the Client Content for purposes of displaying the Client Content on the Stock-Trak Site and/or Stock-Trak marketing materials. Except as expressly set forth in this Agreement, Stock-Trak shall not transmit, copy, or otherwise make available to third parties (or allow any third party to transmit, copy or otherwise make available to third parties) the Content.

1.5 Feedback.

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As between the parties, Stock-Trak shall own any suggestions, ideas, enhancement requests, feedback, recommendations or other information, including all intellectual property rights therein, provided by Client or its end users to Stock-Trak relating to the operation of the Branded Site.

2. DEFINITIONS, LIMITATIONS, SCOPE, RESPONSIBILITIES

2.1 Simulated Trading.

Client agrees that Stock-Trak provides a simulated trading environment (Branded Site) where there exists no relationship between trading activity made by subscribers on the site and the actual financial market. In addition, activities performed on the Stock-Trak environment may not match functionality found in other financial market products and Stock-Trak shall not provide any warranty, implied or otherwise that the Stock-Trak Branded Site shall provide functionality outside of what is specified herein and attached as Addendum A.

2.2 Third Party Providers.

Client acknowledges that Stock-Trak's Branded Site leverages external, nonrelated third party vendors to support and deliver its service. Our Providers have excellent track records for uptime and server maintenance, but they are not perfect. Stock-Trak would expect, but not guarantee, similar performance over the term of the Agreement.

2.3 Scope of Services.

Stock-Trak shall design, develop, maintain, and provide customer support for the Branded Site as further described in the Addendum A. The Branded Site shall permit an individual subscriber to interact with our site using securities from the exchanges listed in the Addendum A and shall otherwise have the functionality described therein.

2.4 Client Responsibilities.

Client agrees to supply Stock-Trak within 10 days of Effective Date, or otherwise outlined in Addendum A., the Client Content for inclusion in the Branded Site. Client shall have the right to approve the Branded Site before it goes live to confirm that it complies with Addendum A. The parties agree that the "go live" date for the Branded Site shall be determined by the schedule of activities outlined in Addendum A. in coordination with the processes undertaken by Stock-Trak to confirm that the Branded Site complies with all the requirements in Addendum A

3. SET-UP AND PROCESSING FEES

3.1 Set-Up Fee.

There is no set-up fee for the Branded Site.

3.2 Processing Fee.

There is a periodic processing fee, described in the Order Form for hosting, maintaining, updating, and customer service. The processing fee will be billed in advance.

3.3 Payment Terms.

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Processing fees are due 10 days from the invoice date. Stock-Trak has the right to suspend access to the Branded Site under this Agreement if payment is not received by this due date. All payments made to Stock-Trak are non-refundable.

3.4 Currency.

All fees in this Agreement are specified in United States dollars and shall be invoiced by Stock-Trak, and paid by Client, in United States dollars.

3.5 Taxes.

Unless otherwise stated, Stock-Trak's fees do not include any local, state, federal, provincial, or foreign taxes, levies or duties of any nature ("Taxes"). Client is responsible for paying all Taxes, excluding only taxes based on Stock-Trak's income. If Stock-Trak has the legal obligation to pay or collect Taxes for which Client is responsible under this section, the appropriate amount shall be invoiced to and paid by Client unless Client provides Stock-Trak with a valid tax exemption certificate authorized by the appropriate taxing authority.

4. PROMOTION OF BRANDED SITE

The advertising and promotion of the Branded Site is the sole responsibility of the Client. Stock-Trak will not reduce its fees in the event of a poor response to the Client's promotion of the Branded Site.

5. CONFIDENTIALITY

5.1 Confidentiality Obligations.

Each party understands and agrees that in the performance of this Agreement it may have access to private or confidential information of the other party disclosed in writing or orally disclosed, including, but not limited to, trade secrets, marketing and business plans and technical information. The term "Confidential Information" shall include information (i) which is designated as confidential by the disclosing party in writing, whether by letter or by use of a proprietary stamp or legend, prior to or at the time it is disclosed to the other party; or (ii) if a reasonable person would understand that the disclosed information is confidential based on the type of information and the manner in which it is disclosed ("Confidential Information"). Both parties agree that the pricing terms of this Agreement shall be deemed Confidential Information of Stock-Trak. Both parties agree that any user data that may be collected shall be deemed the Confidential Information owned by Client and used by Stock-Trak solely in fulfillment of its obligations hereunder. Both parties agree that the Branded Site and all Stock-Trak Technology, to the extent not generally available on the Internet to third parties, shall be deemed the Confidential Information of Stock-Trak.

5.2 Confidentiality Exceptions.

Each party agrees that: (i) all Confidential Information shall remain the exclusive property of the owner; (ii) it shall maintain, and shall use commercially reasonable methods to cause its employees and agents to maintain, the confidentiality and secrecy of the Confidential Information; (iii) it shall not, and shall use commercially reasonable methods to ensure that its employees and agents do not, copy, publish, disclose to others or use (other than pursuant to the terms hereof) the Confidential Information; and (iv) it shall return or destroy all copies of Confidential Information upon the reasonable request of the other party. Confidential Information shall not include any information to the extent it (i) is or becomes a part

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of the public domain through no act or omission on the part of the receiving party, (ii) is disclosed to any third party by the disclosing party without restrictions on such third party, (iii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement, (iv) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (v) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, (vi) is released from confidential treatment by written consent of the disclosing party, or (vii) is required to be disclosed by the receiving party by law or order of a court of competent jurisdiction, provided that prior written notice of such disclosure and an opportunity to oppose or limit such disclosure is given to the disclosing party.

5.3 Equitable Relief.

The parties acknowledge and agree that a breach of this Section 5 would cause the disclosing party irreparable harm for which damages may not be an adequate remedy; therefore, the disclosing party shall be entitled to seek injunctive and other equitable relief if such a breach occurs, in addition to any other available remedies.

6. TERM

6.1 Term & Renewals.

This Agreement shall commence upon the date of signature on the Order Form and renew automatically on a monthly basis provided that the Client makes payment to Stock-Trak of the monthly fees listed on the Order Form. Fees for each subsequent years are due in annual increments beginning 12 months from the site go-live date.

6.2 Termination Events.

Either party may terminate the Agreement immediately upon notice to the other party if: (i) the other party materially breaches any material term or condition of this Agreement and fails to cure such breach within sixty (60) days (or fifteen (15) days if the breach is related to non-payment) after receiving written notice of the breach from the non-breaching party or the other party breaches any of its material representations or warranties or (ii) either party receives notice from any governmental or judicial body or agency that this Agreement or the custom simulation violates or may violate any federal, state, provincial, or foreign law or regulation, and provides a copy of such notice to the other party.

6.3 Termination by Client.

The client may terminate the Agreement following thirty (30) days written notice to Stock-Trak if the Branded Site fails to perform its intended functions in a commercially reasonable manner or as otherwise described in the Specifications ("Errors"), and Stock-Trak has not remedied such Errors within such notice period.

6.4 Termination by Either Party.

After the initial 12 months, either party may terminate the Agreement at its convenience by providing the other party with ninety (90) days written notice.

6.5 Effect of Termination.

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Upon termination of this Agreement, all licenses granted by either party under this Agreement to the other party shall immediately terminate, except as otherwise provided herein, and all obligations of each party to the other party shall terminate, except as otherwise provided herein. Termination shall not relieve Client of the obligation to pay any fees accrued or payable to Stock-Trak prior to the effective date of termination.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Authority.

Each Party represents and warrants that it possesses all requisite authority, power, and material licenses, permits and franchises to conduct its business wherever conducted and to execute, deliver and comply with its obligations under the terms of this Agreement.

7.2 Licenses and Consents.

Each Party represents and warrants that no consent, approval, authorization or order of any court or governmental agency or body is required for its execution, delivery and performance of or compliance with this Agreement, or, if required, such approval has been or will be obtained.

7.3 Stock-Trak.

Stock-Trak represents and warrants that Stock Trak has all rights necessary to grant the rights and licenses to Client hereunder. Stock-Trak also represents and warrants that none of the technology, content or other materials that Stock-Trak provides or uses in connection with this Agreement and the subject matter hereof, (i) contain any false or misleading information or are, taken as a whole, false or misleading, (ii) will infringe any statutory or common law copyright, patent or trademark, or (iii) will, with respect to claims actionable under the laws of the United States, invade the right of privacy or publicity of any third person, or contain any material that is libelous or obscene.

7.4 Client.

Client represents and warrants that the Client Intellectual Property will not (i) infringe any statutory or common law copyright, patent or trademark or (ii) with respect to claims actionable under the laws of the United States, invade the right of privacy or publicity of any third person, or contain any material that is libelous or obscene.

8. LIMITATION OF LIABILITY

8.1 DISCLAIMER OF WARRANTY.

EXCEPT AS OTHERWISE SPECIFIED IN SECTION 7 OF THIS AGREEMENT, STOCK-TRAK MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THE BRANDED SITE AND ALL SERVICES ARE MADE AVAILABLE ON AN AS-IS, AS-AVAILABLE BASIS. STOCK-TRAK HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 LIMITATION OF LIABILITY.

IN NO EVENT SHALL STOCK-TRAK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS

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AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY CLIENT TO STOCK-TRAK DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

8.3 EXCLUSION OF RECOVERABLE DAMAGES.

STOCK-TRAK SHALL NOT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (UNDER CONTRACT OR TORT THEORIES OF LAW), INCLUDING DAMAGES FOR LOST DATA, LOST REVENUE, LOST PROFITS OR OTHER ECONOMIC DAMAGE, HOWEVER CAUSED, EVEN IF IT HAS BEEN ADVISED OF OR HAS FORESEEN THE POSSIBILITY OF SUCH DAMAGES.

8.4

THE DIRECTORS, OFFICERS, EMPLOYEES OF STOCK-TRAK SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT. THIS SECTION 8 SHALL APPLY FOR THE BENEFIT OF STOCK-TRAK'S AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES.

9. MISCELLANEOUS

9.1 Notices.

All notices or communications required or permitted to be given to a Party under this Agreement will be in writing and delivered to such Party by hand delivery or by internationally recognized overnight courier service, to the address of such Party set forth below, or to such other address stipulated in writing by such Party. Notice shall be deemed delivered on the date it is received, as evidenced by receipt or confirmation. If to Stock-Trak:

Stock-Trak
101 Marcel-Laurin Boulevard
#330
Montreal, Quebec, H4N 2M3, Canada
Tel: (514) 871-2222 x232
Attn: Agreements

9.2 Assignment.

This Agreement shall not be assignable in whole or in part by either party without the other party's prior written consent, and any attempted assignment without consent shall be void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.3 Entire Agreement.

This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof, except where expressly noted herein, and all prior negotiations, Agreements, and understandings, whether oral or written, are superseded or canceled hereby.

9.4 Modification and Waiver.

This Agreement may not be amended or modified except by a writing signed by both Parties. No term or provision of this Agreement may be waived except by writing signed by both Parties. The failure of either Party at any time to require performance by the other Party of any provision hereof shall not

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affect the full right to require such performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

9.5 Severability.

If any provision of this Agreement is declared or found to be illegal, unenforceable or void, this Agreement shall be construed as if not containing that provision, and the rest of the Agreement shall remain in full force and effect, and the rights and obligations of the Parties shall be construed and enforced accordingly.

9.6 Independent Contractor.

Each Party, in performance of this Agreement, is acting as an independent contractor, is not the partner, joint venturer or agent of the other Party and has no authority to act on behalf of the other Party except as expressly provided in this Agreement.

9.7 CHOICE OF LAW/CHOICE OF FORUM.

THE PARTIES AGREE THAT THIS AGREEMENT SHALL BE CONSTRUED AND CONTROLLED BY LAWS OF THE COURTS OF THE PROVINCE OF QUEBEC, CANADA, WITHOUT REGARD TO THE CHOICE OF LAW RULES OF ANY JURISDICTION. THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION, IN ANY SUIT ARISING OUT OF OR RELATING TO THIS AGREEMENT, OF THE COURTS OF THE PROVINCE OF QUEBEC, CANADA.

9.8 Headings/Counterparts.

The headings of the Sections and subsections of this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in two counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.

9.9 Force Majeure.

Neither party hereto will be liable for any failure or delay in performance of its obligations hereunder by reason of acts of God, terrorism, war, fire, flood, shortage or failure of suppliers, interruption or failure of telecommunication or digital transmission links, Internet disruptions, power failures and other events or circumstances beyond its reasonable control. During any such period of non-performance of a party, the other party's obligation to perform, including payment of fees, shall be likewise suspended.

9.10 Survival.

The rights and obligations of the parties under this Agreement which by their nature survive, shall survive the termination or expiration of this Agreement including, without limitation, Sections 1.1, 1.3, 5, 8, and 9.

10. LANGUAGE.

10.1

The parties hereto have requested that this agreement and all terms, conditions, notices and judicial proceedings relating thereto be drafted in English. Les parties aux présentes ont demandé à ce que les présentes et tous avis et procédures judiciaires y afférents soient rédigés en anglais.

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Addendum A.

Site Specifications:

1. This Agreement includes the delivery of a Branded Site to the Client in the English language. The site will allow its users to simulate trading of the following securities as quoted by Stock-Trak's quote vendor:
 - a. U.S. equities that are actively traded on the NYSE, AMEX , and NASDAQ exchanges at real-time bid/ask prices
 - b. U.S. options that are actively traded on OPRA at real-time bid/ask prices
 - c. U.S. futures that are actively traded on the CME and CBOT at real-time bid/ask prices.
 - d. U.S. futures options that are actively traded on the CME and CBOT at real-time bid/ask prices
 - e. U.S. mutual funds that are actively traded on NASD
 - f. A selection of U.S. corporate and treasury bonds at delayed prices
 - g. A selection of U.S. spot contracts for metals, grains, and FX at real-time prices
 - h. Specific exchanges and prices used:
 - i. European: London (Bats – Delayed), Paris (Bats – Delayed), Brussels (Bats – Delayed), Amsterdam (Bats – Delayed), Dublin (Bats – Delayed), Frankfurt (Bats – Delayed), Milan (Bats – Delayed), Zurich (Bats – Delayed), Stockholm (Bats – Delayed), Copenhagen (Bats – Delayed), Madrid (Bats – Delayed), Helsinki (Bats – Delayed), Oslo (Bats – Delayed), Vienna (Bats – Delayed), Lisbon (Bats – Delayed), Budapest (EOD), Athens (Delayed) ii. Latin American: Brazil (EOD), Chile (EOD), Argentina (EOD), Mexico (Delayed)
 - iii. Asian: Bombay (EOD), Hong Kong (EOD), Shanghai (EOD), Shenzhen (EOD), Jakarta (EOD), Tokyo (EOD), Kuala Lumpur (EOD), Thailand (EOD) iv. Other: Toronto (Delayed), New Zealand (EOD), Sydney (Delayed), Tel Aviv (Delayed)
2. The pages of the site will include:
 - a. A private admin page for viewing and downloading each contest's variables and registration information for use by the Client. The Client will choose the following trading parameters
 - i. Contest variables include:
 1. Initial Cash Balance
 2. Currency of Initial Cash Balance
 3. Trading period start and stop date
 4. Security types allowed per contest
 5. Maximum number of trades allowed per account
 6. Enable or disable margin trading/day trading/short selling
 7. Position limit based on a % of portfolio value
 8. Commissions charged for each security type
 9. Minimum short price or long price for stocks
 10. Margin requirements.
 11. Interest rate charged and earned on accounts.

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- ii. This admin page also allows the client to view/export registration data captured at registration; activity reports; historical rankings and look at user data such as account balances, open positions and transaction histories for each user.
- b. A Landing page.
- c. A Registration page that includes username, password, and up to 10 more fields.
 - d. An automated registration confirmation email and on screen confirmation.
 - e. A Quotes & Symbol look-up page.
 - f. An Account Balances page.
 - g. A Stock Order page that includes market, limit, and stop orders.
 - h. A Stock Preview Order page.
 - i. A Stock Order Confirmation page.
 - j. An Order History page.
 - k. A Transaction History page.
 - l. An Open Positions page.
 - m. A Rankings page that can be by absolute portfolio, % , weekly%, numerical rank, Province or other variable
 - n. A Charts page.
 - o. A Research Page.
 - p. An About page.
 - q. A Prizes page (optional page)
 - r. A Rules page.
 - s. A Terms and Conditions page.
 - t. A Privacy Policy page.
 - u. An FAQ & Customer email support page.
 - v. A Forgot Password page.

Other:

1. The Client acknowledges that they are familiar with the platform as described in the Site Specifications description contained within this agreement, and the price feeds and delays used, and having received all the applicable documentation beforehand.
2. Stock-Trak reserves the right to substitute data feeds and to discontinue specific exchanges from time to time.
3. Client to provide all their Client Content (i.e. graphics, images and/or text) at least 6 weeks prior to simulation start date to accommodate for development and site testing.
4. Users of the Client's Branded Site are entitled to email support (in English) for questions and issues pertaining to their account and trade executions, with 95% of email inquiries processed and responded to within 1 business day.
5. The development work may take up to 6 weeks to complete from the date that the client has provided all content and graphics.
6. Client is responsible for setting up all trading challenges via their Admin Page.
7. After the initial launch, standard content change requests may take up to 2 weeks to be posted to the production server.

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8. The Trading Platform allows for up to 100 concurrent trading contests and up to 1,000 concurrent portfolios. These portfolios may be used by faculty, students and alumni of the

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University only. Portfolios in excess of 1,000 concurrent portfolios will be billed at the rate of \$1 per portfolio per month