

FINANCIAL INTELLIGENCE SERVICES LIMITED
Room 2103, Futura Plaza,
111 How Ming Street,
Kwun Tong, Hong Kong

FISL Database Subscription Agreement

Subscriber

Name: _____

Address: _____

WHEREAS, FINANCIAL INTELLIGENCE SERVICES LIMITED (“FISL”) owns and retains all proprietary rights (which term shall include, but not be limited to, trademarks and copyrights) to and interests in the FISL Database(s) (“the FISL Database”); and

WHEREAS, the above Subscriber desires to subscribe to the FISL Database and related services through the “Distributor”, either Infront AS or Infinancials SA; and

WHEREAS, FISL has granted a non-exclusive redistribution license to Distributor for the FISL Database branded as WVB on Distributor’s platforms;

IT IS AGREED AS FOLLOWS:

1. License.

- a. FISL hereby grants to Subscriber a nonexclusive and nontransferable limited license to access and use within its own organization the FISL Database. The FISL Database shall be furnished directly to Subscriber via Distributor as part of Distributor’s license agreement.
- b. All proprietary rights, including copyrights, in the FISL Database and related manuals shall remain in FISL and its Distributor.

2. Restrictions on Use.

The restrictions on use of the FISL Database shall be as set forth within this Section 2.

- a. The FISL Database is provided solely and exclusively for the internal use of the Subscriber at the premises defined in Distributor’s license agreement.
- b. Subscriber shall not, without the specific prior written consent of FISL, sell, transfer, assign, publish, distribute, disseminate, allow access to or convey any of the FISL Database licensed and provided hereunder, or any derivation, revision or combination thereof. The subscriber may distribute limited extract of information and manipulated information to anyone, provided that this is done in a non-systematic manner and is attributed to FISL and Distributor. In addition, subscriber may for regulatory purposes store and archive the FISL data up to a 5 year period.
- c. Subscriber expressly acknowledges that the FISL Database was compiled, prepared, revised, selected and arranged by FISL through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money, and constitute valuable industrial property and trade secrets of FISL. Subscriber agrees to protect the copyright and/or the other proprietary rights of FISL in the FISL Database during, as well as after, the term of this Agreement; and the Subscriber shall honor and comply with reasonable written requests made by FISL to protect its contractual, statutory and common law rights in the FISL Database.

3. Access.

Subscriber shall access the FISL Database via the Distributor’s platforms. Subscriber shall in all events take due precaution to avoid unauthorized access or distribution of the FISL Database and to protect the copyright and other proprietary rights of FISL.

4. Term.

Subject to section 8 below, the term of this Agreement shall be co-terminus with the term of the Distributor’s licence agreement. FISL’s fees for the Subscriber’s use of the FISL Database are included within the price that Distributor charges to Subscriber as specified in the Distributor’s license agreement.

5. Future Changes.

Subscriber agrees that FISL may, from time to time, and in its sole discretion, change the content or format of the FISL Database and the media of delivery, in accordance with general changes made to its standard product offering.

6. Disclaimer of Warranties; Limitation of Liabilities.

- a. NEITHER FISL, NOT ANY THIRD-PARTY LICENSORS OR PROVIDERS OF DATA TO FISL MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO RESULTS TO BE OBTAINED BY SUBSCRIBER OR OTHERS FROM THE USE OF THE FISL DATABASE PROVIDED HEREUNDER, and THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Because of the possibility of human or mechanical error by FISL, FISL's sources or others, FISL does not guarantee the accuracy, completeness or timeliness of the FISL Database including any information contained therein and neither FISL nor its sources shall be responsible for any errors or omissions or for the results obtained from the use of the FISL Database or any such information
- b. Except with respect to liability which cannot be waived under State and Federal Law, including State and Federal Securities laws, neither FISL, nor any of its distributors or providers of data shall have a liability to Subscriber or to others for any lost profits or indirect or consequential damages.
- c. The liability of FISL to Subscriber hereunder for damages, regardless of the form of the action, shall not exceed the Subscriber's annual fees payable to Distributor; and no action, regardless of form, arising from or pertaining to the licensed FISL Database provided hereunder may be brought by Subscriber more than one (1) year after such action has accrued.
- d. Neither party shall be liable to the other for any delay or default resulting from FORCE MAJEURE, shall be deemed to include any circumstances beyond the reasonable control of the party affected.
- e. FISL warrants that it has all necessary rights, licenses, authorizations and permits to provide the FISL Database to Subscriber and that such provision of the FISL Database and Subscriber's use thereof does not infringe the intellectual property rights of any third party.

7. Post-termination.

Upon termination of this Agreement by either party for any reason, Subscriber shall expunge (except as provided in 2b) all data or information from the FISL Database in its data storage facilities' and shall certify in writing to Distributor upon request.

8. Termination.

- a. Either party may terminate this Agreement for material breach upon thirty (30) days' prior written notice, unless the other party cures or corrects the breach within such notice period.
- b. Either party may terminate this Agreement upon thirty (30) days prior written notice if any proceeding in bankruptcy, reorganization, receivership, or insolvency shall be commenced by or against the other party or its property or assets, or a trustee, receiver, or liquidator shall be appointed for the other party or a substantial part of its assets, or if the other party shall become insolvent, or shall cease paying its obligations as they mature or makes any assignment for the benefit of its creditors.
- c. Termination of the Distributor's license agreement automatically terminates this Agreement.

9. Injunctive Relief.

In the event of a breach or threatened breach of any of the provisions of this Agreement by Subscriber or any employee or representative of Subscriber, FISL shall be entitled to preliminary and permanent injunctive relief to enforce the provisions hereof, but nothing herein shall preclude FISL from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative. In the event that FISL prevails in any such action, FISL shall be entitled to recover from Subscriber reasonable attorneys' fees incurred connection therewith.

10. Assignment.

This Agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party.

11. General.

- a. This Agreement is the complete and exclusive statement of the agreement between the parties with respect to its subject matter and supersedes any oral or written communications or representations.
- b. No changes, modifications or waivers regarding this Agreement shall be binding unless in writing and signed by the parties hereto.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- d. The provisions of Sections 1b, 2, 3, 8, 9, and 11 shall survive any termination of this Agreement.

12. Acceptance by FISL; Signature.

- a. This Agreement shall not become binding on FISL until accepted in writing by an officer of FISL.
- b. Subscriber represents that the person signing below on behalf of Subscriber is authorized to bind the legal entity comprising the term "Subscriber."
- c. The parties agree that this Agreement may be executed in counterparts by facsimile transmission, and that the original facsimile signatures of the parties shall evidence and represent the binding obligation of the parties to be bound by the terms of this Agreement.

ACCEPTED FOR

FISL:

SUBSCRIBER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

