

Market Data Addendum

This agreement (the "Market Data Addendum" or the "Addendum") supplements and forms part of the Blue Wave Technologies LLC "Blue Wave" & Aquas Financial LLC "Aquas" Customer Agreement (as supplemented, updated and amended from time to time, the "Customer Agreement"). This is the "Market Data Addendum" referred to in the Customer Agreement and incorporated by reference therein. Capitalized terms used in this Market Data Addendum and not otherwise defined have the meanings given to them in the Customer Agreement. This Market Data Addendum may be amended or supplemented from time to time by notice, as set out in section 4 below.

AS SET OUT BELOW AND WITHOUT LIMITATION, TO RECEIVE NYSE MARKET DATA YOU AGREE TO THE AGREEMENT FOR MARKET DATA DISPLAY SERVICES AT SECTION 3(A) AND APPENDIX 1 OF THIS MARKET DATA ADDENDUM, TO RECEIVE NASDAQ MARKET DATA YOU AGREE TO THE NASDAQ MARKET DATA AGREEMENT AT SECTION 3(B) OF THIS MARKET DATA ADDENDUM, AND TO RECEIVE OTC MARKETS DATA YOU AGREE TO THE OTC MARKETS SUBSCRIBER AGREEMENT REFERENCED AT SECTION 3(C) OF THIS MARKETS DATA ADDENDUM.

1. No warranty; limitation of liability

Aquas and/or its affiliates receive Market Data from industry sources and Third Party Providers. Market Data is provided or made available to you on an "as is" and on an "as available" basis and should not be considered as any form of advice or recommendation for you or your Account. Aquas does not endorse, approve, or provide any view or opinion on any Market Data. Neither Aquas nor any Third Party Provider (i) warrants or guarantees the accuracy, timeliness, completeness or correctness of any Market Data, or (ii) warrants any results or interpretations from any use or reliance upon Market Data for any purpose. Your use of any Market Data is at your own risk. Past performance is no guarantee of future results.

NEITHER THE AQUAS PARTIES NOR ANY THIRD PARTY PROVIDER SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, INTERRUPTION OR OMISSION OF, ANY MARKET DATA, INFORMATION OR MESSAGE, OR THE TRANSMISSION OR DELIVERY THEREOF; OR (B) ANY LOSSES (AS DEFINED IN THE CUSTOMER AGREEMENT) OR DAMAGE ARISING FROM OR IN CONNECTION WITH MARKET DATA OR ANY SUCH INACCURACY, ERROR, DELAY, INTERRUPTION OR OMISSION, WHETHER DUE TO ANY ACT OR OMISSION BY AQUAS OR A THIRD PARTY PROVIDER, OR OTHERWISE. AQUAS AND THE THIRD PARTY PROVIDER(S) ARE NOT RESPONSIBLE FOR, AND YOU AGREE NOT TO HOLD ANY OF THEM LIABLE FOR, ANY LOSSES, LOST PROFITS, TRADING LOSSES OR OTHER DAMAGES RESULTING

FROM OR IN CONNECTION WITH YOUR USE OF ANY MARKET DATA, OR FROM OR IN CONNECTION WITH ANY INACCURATE, DEFECTIVE OR UNAVAILABLE MARKET DATA. THE LIMITATIONS OF LIABILITY IN THIS MARKET DATA ADDENDUM ARE IN ADDITION TO AND WITHOUT PREJUDICE TO ANY OTHER LIMITATIONS OF LIABILITY IN THE CUSTOMER AGREEMENT OR OTHER AGREEMENTS YOU MAY HAVE FROM TIME TO TIME WITH ANY OTHER AQUAS ENTITY OR WITH ANY THIRD PARTY PROVIDER.

We may remove, restrict or terminate access to or provision of any Market Data at any time, or change any relevant Third Party Provider or any Market Data (and thereby the precise Market Data provided or made available, or the manner in which any Market Data is provided or made available) at any time.

2. Non-Professional; Restrictions on Use

You may only use (and represent to us that you will only use) Market Data provided to you in connection with the Platform for your own personal, non-business use, and subject to the terms of the Customer Agreement including this Market Data Addendum and the agreements constituted hereby. You must not use Market Data for any purpose not directly related to the Platform or your Account, and you must not provide, retransmit, redistribute or publish any Market Data to any other person or entity.

Unless and until you have expressly notified us in writing to the contrary, you represent and warrant to us on a continuing basis that you qualify as a "Non-professional". If you think you are or might be a "Securities Professional" or if you think that you do not or might not qualify as a "Non-professional", you must contact us immediately at support@aquastrading.com.

If you have told us in writing that you are a "Securities Professional" then you represent and warrant to us that you are a Securities Professional, until you notify us in writing to the contrary.

For these purposes:

"Non-professional" means any natural person who receives market data solely for their own personal, non-business use and who is not a "Securities Professional."

A "Securities Professional" for these purposes includes an individual who, if working in the United States, is:

- (a) registered or qualified in any capacity with the Securities and Exchange Commission (the "SEC"), the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association, or self-regulatory body;
- (b) engaged as an "investment advisor" as that term is defined in Section 202 (a)(11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), or

- (c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require that individual to be so registered or qualified if they were to perform such functions for an organization not so exempt.

A person who works outside of the United States will be considered a "Securities Professional" if they perform the same function(s) as a person who would be considered a "Securities Professional" in the United States. Any use of Market Data for business, professional or other commercial purpose is not compatible with Non-Professional status, even if the commercial use is on behalf of an organization that is not in the securities industry.

You undertake to continually assess your status as to whether you are a Non-Professional or whether you are a Securities Professional, and undertake to promptly notify us if your classification as a "Non-professional" or a "Securities Professional" changes at any time whilst you have an Account. You acknowledge that we have provided you with an Account and with Market Data in reliance on your representations and warranties to us as to your status. You indemnify Aquas for any fees, costs, losses, liabilities or expenses that Aquas may incur or suffer, directly or indirectly, in connection with any such representation or warranty being incorrect or inaccurate in any respect when given or repeated.

3. Specific Terms required by certain Third Party Data Providers

A. NYSE Market Data

Aquas may provide or make available to you through the Platform certain Market Data being (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange, (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations may make available and as the New York Stock Exchange may from time to time designate as "Market Data"; and (c) all information that derives from any such information (such data or information from time to time being "NYSE Market Data").

To receive or have made available to you any NYSE Market Data, you enter into the "Agreement for Market Data Display Services" in the form attached at Appendix 1 to this Market Data Addendum (the "NYSE Market Data Agreement") with Blue Wave Technologies, LLC.

The NYSE Market Data Agreement will be deemed to have been executed and entered into by you by your agreement to the Customer Agreement and this Market Data Addendum, and in addition to being incorporated into the Customer Agreement by virtue of this Market Data Addendum, constitutes a separate agreement between you and Blue Wave Technologies. You acknowledge and agree that the NYSE Market Data Agreement is a legal, valid and binding contract between you (as Subscriber) and Blue Wave Technologies, LLC (as Vendor).

B. NASDAQ Market Data

Blue Wave Technologies may provide or may make available to you through the Platform certain Market Data that consists of or includes Information owned or provided by NASDAQ (each as defined in paragraph 12 below). You agree to the terms set out in paragraphs 1-13 below (the "Nasdaq Market Data Agreement"), which constitute a legally binding agreement between you and Blue Wave Technologies. Certain defined terms are set out in paragraph 12.

1. Use of Data. You are only permitted to access, view, or use any Information for your personal, non-business, use. You undertake to only use Information for your personal, non-business, purposes. You agree not to sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. You agree not to engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ or SEC Rule or other applicable law, rule or regulation. You agree not to present the Information rendered in any unfair, misleading or discriminatory format. To take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.
2. Proprietary Data. You acknowledge and agree that (i) NASDAQ has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ, and compilation or other rights to Information gathered from other sources; and (ii) NASDAQ's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by you of any Information, NASDAQ or its third-party information providers shall have the right to obtain injunctive relief for its respective materials.
3. Modifications. NASDAQ may from time to time, in its sole discretion, make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Aquas's service or in the way Information is provided or presented to you, and may affect your access to or use of some or all of the Information. Neither NASDAQ nor Aquas shall not be responsible for such effects.
4. Reporting and Audit. If requested by Blue Wave Technologies or NASDAQ, you undertake to provide reasonable cooperation including: (i) promptly providing information or materials in response to any reasonable request; and (ii) making available for examination all records, reports, payments, and supporting documentation, in each case relating to the Information, necessary to reach a conclusion as to your compliance with these terms.
5. System. You acknowledge that NASDAQ, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in the way Information may be displayed or provided to you. NASDAQ shall

not be responsible for such effects.

6. No endorsement. NASDAQ does not endorse or approve any equipment, Aquas, or Aquas's service. Aquas makes no representations or warranties in connection with NASDAQ or Information.
7. Limitations of Liability.
 - a. Except as may otherwise be set forth herein, NASDAQ shall not be liable to you or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ has been advised of the possibility of such damages.
 - b. NASDAQ shall not be liable to you or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information. This section shall not relieve NASDAQ, you, or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. You understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.
8. Disclaimers of Warranties. NASDAQ and its third-party information providers make no warranties of any kind — express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.
9. Third-Party Information Providers' limitation of liability. NASDAQ's third-party information providers shall have no liability for any damages for the accuracy of or for delays or omissions in any of the Information provided by them, whether direct or indirect, lost profits, special or consequential damages of you or any other Person seeking relief through you, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to you or any other Person seeking relief through you pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by you or any other Person seeking relief through you, as applicable.
10. Claims and Losses. You will indemnify NASDAQ and hold NASDAQ and its employees, officers, directors and other agents harmless from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by you with the terms and

conditions hereof; (b) any third-party actions related to your receipt and use of the Information, whether authorized or unauthorized; (c) a claim of infringement or other violation of an intellectual property right by you or your actions or omissions, equipment or other property.

11. Termination. You acknowledge that NASDAQ, when required to do so in fulfillment of statutory obligations, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Distributor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to NASDAQ. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In the event of your breach, discovery of the untruth of any of your representations, or where directed by the SEC in its regulatory authority, NASDAQ may terminate this Nasdaq Market Data Agreement with not less than three (3) days written notice to you provided either by NASDAQ or Aquas.

12. Definitions. The following terms have the following meanings:

- a. "Act" shall mean the Securities Exchange Act of 1934, applicable only to Information disseminated from a NASDAQ Market in the United States.
- b. "Information" means certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Vendor or from NASDAQ relating to: (a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; (b) activities of NASDAQ; (c) other information and data from NASDAQ. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.
- c. "NASDAQ" means collectively NASDAQ, Inc., a Delaware limited liability company and its subsidiaries and Affiliates.
- d. "NASDAQ Markets" shall mean the regulated securities and options exchange subsidiaries of NASDAQ and other regulated market subsidiaries of NASDAQ, including, but not limited to, The NASDAQ Stock Market.
- e. "Person" means any natural person, proprietorship, corporation, partnership or other entity whatsoever.
- f. "SEC" means the U.S. Securities and Exchange Commission.
- g. "System" means any system NASDAQ has developed for the creation and/or dissemination of Information.

13. Amendments. This Nasdaq Market Data Agreement may be amended or modified as set out in section 4 of this Market Data Addendum.

C. OTC Markets Data

Aquas may provide or make available to you through the Platform certain Market Data that is provided directly or indirectly by OTC Market Group, Inc. and its affiliates (“OTC Markets Data”). As a condition of receiving any OTC Markets Data, you are deemed to enter into an agreement with Blue Wave Technologies in the form of the OTC Markets Subscriber Agreement, as defined below, as amended from time to time.

The OTC Markets Group Market Data Subscriber Agreement in the form attached as Appendix A to the OTC Markets Group Market Data Distribution Agreement (the “OTC Markets Subscriber Agreement”) (which may be described as the ‘Market Data Distribution Agreement Subscriber Addendum’) is incorporated by reference into this Market Data Addendum. For the purposes of the OTC Markets Subscriber Agreement Blue Wave Technologies is the “Vendor”, and you are the “Subscriber”. The current version of the OTC Markets Subscriber Agreement is available on the OTC Markets Group website (<https://www.otcmarkets.com/market-data/agreements-and-forms>) or on request from Blue Wave Technologies.

By opening an Account or accessing the Platform you expressly acknowledge that (i) you have read and understood the OTC Markets Subscriber Agreement, and (ii) that OTC Markets Group and its affiliates are a third party beneficiary of the agreement between you and Aquas in the form of the OTC Markets Subscriber Agreement. The OTC Markets Subscriber Agreement (and therefore the agreement in the form of the OTC Markets Subscriber Agreement between you and Blue Wave Technologies constituted by this Market Data Addendum) may be amended by OTC Markets Group from time to time.

4. Amendments and Modifications

THIS MARKET DATA ADDENDUM AND ITS TERMS AND ANY AND ALL AGREEMENTS CONSTITUTED BY IT MAY BE SUPPLEMENTED OR AMENDED FROM TIME TO TIME BY AQUAS BY NOTICE TO YOU, AND SUCH NOTICE REQUIREMENT MAY BE SATISFIED BY THE REVISED MARKET DATA ADDENDUM BEING POSTED ON THE AQUAS WEBSITE. BY CONTINUING TO MAINTAIN ANY ACCOUNT OR ACCESS THE PLATFORM OR ANY MARKET DATA, YOU ARE DEEMED TO ACCEPT THE TERMS OF THE REVISED MARKET DATA ADDENDUM AND WILL BE LEGALLY BOUND BY ITS TERMS.

5. Governing Law and Jurisdiction

Section 38 (Governing Law) and Section 39 (Arbitration) of the Customer Agreement apply to and are incorporated into this Addendum as if set out in full.

APPENDIX 1: NYSE Market Data Agreement

AGREEMENT FOR MARKET DATA DISPLAY SERVICES

(Usage-Based Services/Nonprofessional Subscriber Status) (Electronic Version)

Blue Wave Technologies, LLC ("Blue Wave Technologies") agrees to make certain data (referred to in this agreement as "Market Data") available to you pursuant to the terms and conditions set forth in this agreement. By agreeing to the Customer Agreement and the Market Data Addendum you agree to comply with the terms and conditions of this agreement. References to "Subscriber" or "you" in this agreement means the Customer under the Customer Agreement, and references to "this agreement" means the agreement between you and Blue Wave Technologies constituted by these terms.

1. Market Data Definition – For all purposes of this agreement, "Market Data" means (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange ("NYSE"), (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the NYSE may from time to time designate as "Market Data"; and (c) all information that derives from any such information.

2. Proprietary Nature of Data – Subscriber understands and acknowledges that each Authorizing SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

3. Enforcement – Subscriber understands and acknowledges that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

4. Data Not Guaranteed – Subscriber understands that no Authorizing SRO, no other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator") and no information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the

"Disseminating Parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non- performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

5. Permitted Use – Subscriber shall not furnish Market Data to any other person or entity. Subscriber has represented and warranted to If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use. If Subscriber receives Market Data other than as a Nonprofessional Subscriber, it shall use Market Data only for its individual use in its business.

6. Dissemination Discontinuance or Modification – Subscriber understands and acknowledges that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.

7. Duration; Survival – This Agreement remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Agreement. In addition, Blue Wave Technologies may terminate this Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

8. Miscellaneous – The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person executing this Agreement below represents and warrants that he or she has legal capacity to contract and, if that person is executing this Agreement on behalf of a proprietorship or a business, partnership

or other organization, represents and warrants that he or she has actual authority to bind the organization.

By agreeing to this agreement, you acknowledge that you have read the preceding terms and conditions of this agreement, that you understand them and that you manifest your assent to, and your agreement to comply with, those terms and conditions by agreeing to this agreement.

9. Nonprofessional Subscriber definition - "Nonprofessional Subscriber" means any natural person who receives market data solely for his/her personal, non-business use and who is not a "Securities Professional." A "Securities Professional" includes an individual who, if working in the United States, is:

- (a) registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association.
- (b) engaged as an "investment advisor" as that term is defined in Section 202 (a) (11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), or
- (c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt.

A person who works outside of the United States will be considered a "Securities Professional" if he or she performs the same functions as someone who would be considered a "Securities Professional" in the United States.

Subscriber may not receive Market Data as a "Nonprofessional Subscriber" unless they fall within Paragraph 9's definition of "Nonprofessional Subscriber."

10. Permitted Receipt - Subscriber may not receive Market Data from Blue Wave Technologies, and Blue Wave Technologies may not provide Market Data to Subscriber, on a "Nonprofessional Subscriber" basis unless Blue Wave Technologies first properly determines that Subscriber qualifies as a "Nonprofessional Subscriber" as defined in Paragraph 9 and Subscriber in fact qualifies as a "Nonprofessional Subscriber."

11. Permitted Use – If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use.

12. About you - in connection with your Account and the Customer Agreement you have provided to Blue Wave Technologies the following information, and you represent and warrant that such information continues to be true, complete and accurate in all respects:

- Your name
- Your address
- Your employer
- Your occupation and job description

In connection with your Account and the Customer Agreement you have confirmed to Blue Wave Technologies that you are not a Securities Professional, and in particular you confirm and warrant as follows:

- You use Market Data solely for your personal, non-business use
- You do not receive Market Data for your business or any other entity
- You are not currently registered or qualified with the SEC or the CFTC
- You are not currently registered or qualified with any securities agency, any securities exchange, association or regulatory body, or any commodities or futures contract market, association or regulatory body, in the United States or elsewhere
- Whether you are located within or outside the United States, you do not perform any functions that are similar to those that require an individual to register or qualify with the SEC, the CFTC, any other securities agency or regulatory body, any securities exchange or association, or any commodities or futures contract market, association or regulatory body
- You are not engaged to provide investment advice to any individual or entity
- You are not engaged as an asset manager
- You do not use the capital of any other individual or entity in the conduct of your trading
- You do not conduct trading for the benefit of a corporation, partnership, or other entity

- You have not entered into any agreement to share the profit of your trading or receive compensation for your trading activities
- You are not receiving office space, and equipment or other benefits in exchange for your trading or work as a financial consultant to any person, firm, or business entity.
- You will notify and update Blue Wave Technologies promptly in writing of any change in your circumstances that may cause you to cease to qualify as a Nonprofessional Subscriber or that may change your responses to any of the following statements or may cause any of them to be untrue in respect of you.

13. Certification. By executing this agreement, Subscriber hereby certifies that he or she falls within Paragraph 9's definition of "Nonprofessional Subscriber" and that the personal and employment information that he or she has provided to Blue Wave Technologies in connection with their Account and confirmed in Paragraph 12 is truthful and accurate.