

## Disclosures

A copy of Nasdaq Dorsey Wright ADV, Parts 1 and 2 are available upon request (NDWSupport@nasdaq.com).

Dorsey, Wright & Associates, LLC ("Nasdaq Dorsey Wright") is a subsidiary of Nasdaq, Inc. (collectively with its subsidiaries and affiliates, "Nasdaq"). Nasdaq, Inc. is a publicly traded corporation (NDAQ) and its regulated subsidiaries include: The Nasdaq Stock Market LLC, Nasdaq PHLX LLC, Nasdaq BX, Inc., and The Nasdaq Options Market, all of which are SEC-registered national securities exchanges; Nasdaq Execution Services, LLC, a registered broker-dealer that routes orders in equities and options to the appropriate market center for execution. Nasdaq also has subsidiaries that are foreign securities exchanges that receive listing and trading fees.

Nasdaq Dorsey Wright will not publish research or make recommendations concerning NDAQ, nor trade the security for its Investment Management clients. Nasdaq Dorsey Wright may, however, publish research on, recommend or trade other securities listed on the Nasdaq exchanges, which receive fees from the listed companies and futures. Dorsey Wright will not take into account where a security is listed or traded in exercising its independent judgment for clients. In addition, Nasdaq Dorsey Wright does not manage or control where clients' broker/dealers route orders for execution. Accordingly, client orders may be routed to the subsidiaries of Nasdaq, Inc. for execution. These markets receive trading fees.

Nasdaq and its subsidiaries receive index licensing fees from investment product sponsors, as well as index calculation fees from index providers. These fees may be asset based. With respect to ETFs and other investment products for which Nasdaq may receive licensing or asset-based fees, Nasdaq Dorsey Wright may, from time to time, (i) recommend such an ETF or other investment product in research for which Dorsey Wright receives fees; (ii) include such an ETF or other investment product in models or indexes for which Dorsey Wright receives an asset based fee; and/or (iii) recommend or include such an ETF or other investment product in the investment management accounts. While Nasdaq Dorsey Wright does not receive any portion of Nasdaq's licensing or asset-based fees directly, the firm may indirectly benefit as a subsidiary that is part of a Nasdaq business unit. To manage this potential conflict of interest, in the case of Nasdaq Dorsey Wright research or index and model licensing, Nasdaq Dorsey Wright would only include the Nasdaq investment product if the product helps to meet the stated objectives of the strategy and it otherwise meets the rules-based methodology associated with the strategy. In the case of the investment management accounts, Nasdaq Dorsey Wright will only recommend or include the Nasdaq investment product when the recommendation is suitable and meets the client's stated investment objectives. Nasdaq Dorsey Wright will not take into account the fees received by Nasdaq, Inc. and its affiliates in exercising Nasdaq Dorsey Wright's independent judgment for clients.

Some performance information that Nasdaq Dorsey Wright makes available to eligible users is the result of back-tested performance. Back-tested performance is hypothetical and is provided for informational purposes to illustrate the effects of the strategy during a specific period. The hypothetical returns have been developed and tested by Nasdaq Dorsey Wright, but have not been verified by any third party and are unaudited. Back-testing performance differs from actual performance because it is achieved through retroactive application of a model investment methodology designed with the benefit of hindsight. Model performance data (both back-tested and live) does not represent the impact of material economic and market factors might have on an investment advisor's decision making process if the advisor were actually managing client money. Past performance is not a guide to future performance. Future returns are not guaranteed, and a loss of original capital may occur.

There are risks inherent in international investments, which may make such investments unsuitable for certain clients. These include, for example, economic, political, currency exchange, rate fluctuations, and limited availability of information on international securities. Nasdaq Dorsey Wright and its affiliates make no representation that the companies which issue securities which are the subject of their research reports are subject to, or in compliance with certain informational reporting requirements imposed by the Securities Exchange Act of 1934. Sales of securities covered on this site or in this report may be made in only those jurisdictions where such securities are qualified for sale. Investors in securities with values influenced by foreign currencies effectively assume currency risk because foreign-currency-denominated securities are subject to fluctuations in exchange rates that could have an adverse effect on the value or price of, or income derived from, such securities.

Options trading involves risk and is not suitable for all investors. When participating in a covered call strategy, the investor is at risk of having to sell the stock if the stock's price rises above the strike price. Remember, in exchange for receiving the premium of having sold the calls, the investor is obligated to sell

the stock if the option is exercised. The relative strength strategy is NOT a guarantee. There may be times where all investments and strategies are unfavorable and depreciate in value. There may be instances when fundamental, technical, and quantitative opinions may not be in concert.

The Dorsey Wright Focus Five Index is the exclusive property of Dorsey Wright & Associates, LLC ("Dorsey Wright"). Dorsey Wright has contracted with Nasdaq affiliates to calculate and maintain the Dorsey Wright Focus Five Index. Nasdaq or its affiliates shall have no liability for any errors or omissions in calculating the Dorsey Wright Focus Five Index.

#### Terms of Use

This Nasdaq Dorsey Wright Terms of Use ("**Agreement**") is a contract in electronic form between you ("**User**", "**you**", "**your**" and "**yourself**") and Dorsey, Wright & Associates, LLC and its parents, successors, subsidiaries, affiliates, ("**Nasdaq Dorsey Wright**", "**NDW**", "**us**", "**we**" and "**our**"), a Delaware limited liability company.

By registering, logging onto, accessing, viewing or using any page, part or component of the NDW website (the "**Site**") or services (collectively, the "**Services**"), you agree to the terms and conditions of this Agreement. If you do not agree to this Agreement, do not access or use the Site or the Services.

The information found on the Site is provided exclusively by Nasdaq Dorsey Wright, an SEC-registered investment adviser and subsidiary of Nasdaq, Inc., a publicly-traded corporation (NDAQ).

#### **NOTICE OF ARBITRATION AGREEMENT THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE.**

**1. Registration.** To access and use the Services, you may be required to complete a registration process and create an account ("Account") by providing current, complete truthful and accurate information as prompted by the registration form. You are responsible for any activities or actions under your Account, whether or not you have authorized such activities or actions, and you must promptly notify NDW of any unauthorized use of your Account. NDW reserves the right to refuse registration for any reason.

**2. Your Responsibilities to Use the Services.** To use our Services you must:

- Comply with all applicable law and regulations and not participate in, facilitate or further any illegal activities;
- Immediately notify NDW if you learn of any unauthorized access to, or use of your Account name or password, or any other security breach or other illegal activity on the Services;
- Protect your Account name and secure your account with a strong, non-obvious password;
- Not post content that contains explicit or graphic descriptions or accounts of sexual acts or is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or tortious;
- Not engage in activity that is harmful to NDW, our customers or members, advertisers, affiliates, or vendors;
- Not access or use the Service, or any process, whether automated or manual, to capture data or content from the Service or circumvent any mechanisms for preventing the unauthorized reproduction or distribution of the Service for any reason;
- Not take any action that imposes a large load on the infrastructure of the Services, or use the Service or any process to damage, disable, impair, or otherwise attack or attempt to gain unauthorized access to the Service or the networks connected to the Service; and
- Not attempt to manipulate stock prices. To prevent violations and enforce this Agreement and remediate any violations including engaging in any suspicious activity, NDW can take any technical, legal and other action that NDW deems, in our sole discretion, necessary and appropriate with or without notice to you including notifying any relevant government or regulatory authority.

**3. Access.** You are responsible for obtaining, at your own expense, all equipment and services needed to access the Services. If you are accessing the Services by a mobile device, your wireless carrier may charge you fees for data, text messaging, and other wireless access or communications services. NDW does not guarantee that its Services can be accessed through all wireless devices or service plans or are available in all geographical locations.

**4. Privacy.** To access the Services, or some of the resources we offer, you may be asked to provide certain registration details or other information. You are responsible for ensuring that all the information you provide to NDW is correct and complete. You can edit any of your personal information or preferences in your profile.

**5. Posting Content on the Services.** You are responsible for any content you post to the Services and the consequences of sharing or publishing such content with others or the general public. NDW is not responsible for any consequences that may arise as a result of your sharing or posting any personal, or other information on the Services.

You can post content to the Services only if:

(a) you created and own the rights to the content, or you have acquired appropriate license rights to post the content; and

(b) the content does not infringe the intellectual property rights of others (including copyright, trademarks, or privacy rights), or violate applicable laws, this Agreement, or any other posted policies.

You may not post to the Services (i) any content which contains viruses, Trojan horses, worms, time bombs or other computer programming routines that are intended to damage or interfere with the Services; (ii) any content that contains threatening, misleading, discriminatory, inaccurate, defamatory or any content that contains explicit or graphic descriptions.

You acknowledge that any content you post to the Services (including but not limited to: comments, forum messages, reviews, text, video, audio and photographs, as well as computer code and applications) may be edited, removed, modified, published, transmitted, and/or displayed by NDW and you waive any rights you may have in having the content altered or changed in a manner not agreeable to you. The content you post may also be included in NDW's RSS feeds, APIs and likewise be made available for republishing through other formats.

NDW reserves the right to reproduce and/or otherwise use customer provided information in any manner for purposes of training artificial intelligence technologies to generate text or other output, including without limitation, technologies that are capable of generating works in the same style or genre as the content.

NDW also reserves the right to delete, move, or edit any content that it, in its sole discretion, deems abusive, defamatory, obscene, in violation of copyright or trademark laws, or otherwise unacceptable.

**6. License.** You grant NDW a perpetual, sub-licensable, non-exclusive, world-wide, royalty free license to all of your content, which includes without limitation the right for NDW or any third party it designates, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or hereinafter developed, including any content posted on or to the NDW Services through a third party.

Subject to your compliance with this Agreement, NDW grants you a personal, limited, revocable, non-exclusive, non-assignable, non-sublicensable and non-transferable license to use the Services solely for your internal use to direct, manage and provide advisory services for yourself and your direct clients' investment portfolio. Except as expressly authorized by NDW, you agree not to sell, copy, distribute, or create derivative works based on the Services, in whole or in part.

Unless you have a written agreement in effect with NDW which states otherwise, you may only provide a hypertext link to the NDW Site on another website, provided that (a) the link must be a text-only link clearly marked "Nasdaq Dorsey Wright Home Page" or "<https://dorseywright.nasdaq.com/>", (b) the link must point to the URL "<https://dorseywright.nasdaq.com/>" and not to other pages within the NDW Site, (c) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with Nasdaq's name and trademarks, (d) the appearance, position and other aspects of the link may not create the false appearance that an entity is associated with or sponsored by Nasdaq, (e) the link, when activated by a user, must display the NDW Site full-screen and not within a "frame" on the linked website, and (f) NDW reserves the right to revoke its consent to the link at any time in its sole discretion.

**7. Restrictions.** Except as detailed in Section 6, you shall not market, sell or distribute the Services or otherwise provide the Services to any third parties including, but not limited to, placing or distributing any NDW Content on a third party platform or utilizing the Services to direct, manage or provide advisory services for clients of another investment advisor without NDW's prior written consent.

You shall not share, transfer, disclose, copy, publish or create derivative works from the content, incl. associated metadata (collectively with content provided by NDW, the "Content") or the Service without NDW's prior written approval.

You agree not to use, copy, or extract any part of the Content, including but not limited to text, images, data, code, databases, directories content, and information or materials (including associated metadata) for the purpose of training, coding or development of artificial intelligence systems, machine learning models, or any other form of data analysis software without NDW's express written permission, including, but not limited to, scraping, data mining, and the use of any automated or manual process to capture or compile content for the purposes mentioned above. You also agree not to permit or enable others to do so without our specific and express permission.

Notwithstanding the foregoing, You may use the Content for internal purposes within the parameters set forth herein with general purpose business productivity software tools which contain AI functionality incidental to such tools' general purpose and intended use, e.g. word processing software, email software, and spreadsheet software, provided such business productivity software and AI functionality are implemented as a private instance that is not accessible to third parties and is solely for Your use.

Unauthorized use of Content is strictly prohibited and will be considered a breach of this Agreement, which may result in immediate termination of your access to the website and/or Services and may lead to legal action for copyright infringement and other remedies as permitted by law.

Termination of Your Agreement includes termination of any rights to recordkeeping or storage of NDW Content in AI models, unless explicitly agreed otherwise. Unless otherwise agreed to by NDW, upon termination of the Agreement, You must purge or delete any NDW Content stored on AI models during the term of Your agreement.

**8. Third Party Notices and Terms.** The Services may integrate with, link to, or provide access to content, products, and services furnished by third parties. This integration may occur through various means, including but not limited to, direct linking, APIs, embedded content, or other technology-based connections. NDW does not exercise control over, endorse, sponsor, recommend, or assume responsibility for any third-party content, products, or services.

The quality, accuracy, legality, or other characteristics of third-party content are not guaranteed, and NDW disclaims any liability for such content. Your use of, access to, or reliance on any third-party products, services, or content accessed through the Services is at your own risk. You are responsible for reading and agreeing to the terms and conditions and privacy policies associated with any third-party products, services, or content you access or use. By using the Services, you acknowledge and agree that NDW shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such third-party content, goods, or services available on or through any such integration or otherwise.

**9. Change in Services.** You acknowledge and agree that nothing in this Agreement constitutes an undertaking by NDW to provide updates, modifications or enhancements to the Services or to continue providing the Service, or any aspect or portion of the Service, in the future. NDW may, in its sole discretion, change any aspect of the Services, or discontinue the Services without notice.

**10. Payment.** You agree to pay NDW the then effective charges, if any, for access to the Services including all applicable deposits, interest, and late fees and/or penalties. In addition, you shall pay any taxes, charges, or assessments (other than taxes imposed on the net income of NDW) by any foreign or domestic, national, state, provincial or local government bodies or subdivisions thereof, and any penalties or interest relating to the provision of the Service to you. If you are required by applicable law to deduct or withhold any such tax, charge or assessment from the amounts due NDW, then such amounts shall be increased so that the net amount actually received by NDW after deduction or withholding of any such tax, charge or assessment, will equal one hundred percent (100%) of the charges that are owed. Any payments for the Services shall be due within thirty (30) days of receipt of an invoice (if applicable).

**11. Ownership. Proprietary Rights.** The Services and the materials, features and functionality contained in the Services, including the works of authorship, content, text, graphics, images, audio, video, information and data including the "Look and Feel" (collectively "Content") are owned, licensed, or controlled by NDW or its licensor as the owner, licensor, or provider of such Content. The Content is protected by copyrights, trademarks, service marks, and/or other proprietary rights and laws of the United States and other countries. You may not copy, reproduce, transmit, display, perform, distribute, rent, sublicense, alter, store for subsequent use, create any derivative works from, offer products or services based on, or otherwise use in whole or in part in any manner the Content without the prior written consent of NDW.

A number of the trademarks and logos used in the Services are registered and unregistered trademarks owned by Nasdaq, Inc. or its affiliates in the United States and certain other jurisdictions throughout the world (collectively, the "Nasdaq Marks"). Other brands or product names used on the Site are the trademarks and logos of their respective owners and may be registered in various jurisdictions (collectively, the "Third-Party Marks"). Nothing contained in the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any of the Nasdaq Marks or Third-Party Marks without the written permission of Nasdaq Dorsey Wright or its respective owner. Any misuse of the Nasdaq Marks or Third-Party Marks is strictly prohibited and may violate trademark laws.

User shall not use the names "Nasdaq Dorsey Wright", "Dorsey Wright & Associates LLC", "DWA", or any other of Nasdaq Dorsey Wright names, trademarks or copyrights in any advertising or promotional media without the prior written consent of Nasdaq Dorsey Wright.

**12. Confidential Information.** You acknowledge that the Services and Content therein may be considered confidential and proprietary information belonging to NDW. You shall use the same standard of care that you use to protect your own confidential or proprietary information, but no less than a reasonable standard of care, to prevent the unauthorized use, dissemination or publication of the confidential or proprietary information.

The duties in this Section do not apply to information which when compiled and presented in this form is:

- (1) lawfully within your possession, prior to this Agreement;
- (2) voluntarily disclosed to you by a third-party so long as that party does not breach any obligation not to reveal such information;
- (3) voluntarily disclosed to the public by NDW; or
- (4) generally known to the public.

The obligation of non-disclosure shall survive for as long as NDW treats the information disclosed to User as confidential.

**13. DISCLAIMERS.** THERE ARE NO STANDARDS OF PERFORMANCE FOR THE SERVICE. NDW AND ITS PROVIDERS PROVIDE THE SERVICE AND CONTENT "AS IS" AND MAKE NO WARRANTIES OR REPRESENTATIONS OF ANY KIND EXPRESS, IMPLIED OR STATUTORY REGARDING USE OF THE SERVICE OR THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE SERVICES. NDW AND ITS PROVIDERS DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW US EXCLUDE CERTAIN WARRANTIES. IN THOSE STATES, NDW'S WARRANTIES ARE LIMITED TO THE EXTENT PERMITTED BY LAW.

To the extent Services provide any generative artificial intelligence technology ("GenAI"): GenAI is known to hallucinate and can generate inaccurate and/or outdated information. NDW does not exercise control over, verify, or assume responsibility for any information generated by GenAI in the Services. It is your responsibility to verify the accuracy and non-infringement of GenAI-generated content before using it, and NDW shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content.

NOTHING CONTAINED WITHIN THE SERVICES SHOULD BE CONSTRUED AS AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY SECURITY. THE SERVICES DO NOT ATTEMPT TO EXAMINE ALL THE FACTS AND CIRCUMSTANCES WHICH MAY BE RELEVANT TO ANY COMPANY, INDUSTRY OR SECURITY MENTIONED HEREIN. WE ARE NOT SOLICITING ANY ACTION BASED ON THE SERVICES. IT IS FOR THE GENERAL INFORMATION OF CLIENTS OF DWA. THE SERVICES DO NOT CONSTITUTE A PERSONAL RECOMMENDATION OR TAKE INTO ACCOUNT THE PARTICULAR INVESTMENT OBJECTIVES, FINANCIAL SITUATIONS, OR NEEDS OF INDIVIDUAL CLIENTS. BEFORE ACTING ON ANY ANALYSIS, ADVICE OR RECOMMENDATION (EXPRESS OR IMPLIED) IN THE SERVICES, CLIENTS SHOULD CONSIDER WHETHER THE SECURITY OR STRATEGY IN QUESTION IS SUITABLE FOR THEIR PARTICULAR CIRCUMSTANCES AND, IF NECESSARY, SEEK PROFESSIONAL ADVICE. DWA DOES NOT PROVIDE TAX ADVICE TO ITS CLIENTS, AND ALL INVESTORS ARE STRONGLY ADVISED TO CONSULT WITH THEIR TAX AND SECURITIES ADVISERS REGARDING ANY POTENTIAL INVESTMENT.

OPINIONS EXPRESSED HEREIN ARE OUR OPINIONS AS OF THE DATE OF THEIR PUBLISHING WITHIN THE SERVICE. DWA DOES NOT INTEND TO AND WILL NOT ENDEAVOR TO UPDATE THE INFORMATION DISCUSSED IN THIS SERVICE.

DWA, ITS AFFILIATES, OFFICERS, DIRECTORS, PARTNERS AND/OR OTHER ASSOCIATED PERSONS MAY OWN, HOLD OPTIONS, RIGHTS OR WARRANTS TO PURCHASE SOME OF THE SECURITIES OR ASSETS MENTIONED ON THE SITE, OR CLOSE EQUIVALENTS. EVEN IF DWA DOES NOT CURRENTLY HOLD THE ASSET, IT MAY IN THE FUTURE. DWA MAY ELECT TO BUY OR SELL THESE ASSETS OR CHANGE ITS OPINION WITHOUT REGARD TO THE SERVICES, AND WITHOUT PRIOR NOTICE. AN EMPLOYEE, ANALYST, OFFICER OR A DIRECTOR OF DWA, OR THEIR AFFILIATES MAY SERVE AS A DIRECTOR FOR COMPANIES MENTIONED IN THE SERVICES. DWA, OR THEIR RESPECTIVE AFFILIATES MAY FROM TIME TO TIME HIRE OR SOLICIT INVESTMENT BANKING OR OTHER BUSINESS FROM, ANY COMPANY MENTIONED IN THIS REPORT.

CERTAIN TRANSACTIONS — INCLUDING THOSE INVOLVING FUTURES, OPTIONS, AND OTHER DERIVATIVES AS WELL AS NON-INVESTMENT-GRADE SECURITIES — GIVE RISE TO SUBSTANTIAL RISK AND ARE NOT SUITABLE FOR ALL INVESTORS.

Options involve risk and are not suitable for everyone. Each investor should review transaction costs, margin requirements and tax considerations with a broker and tax advisor before entering into any options strategy. Prior to buying or selling an option, a person must receive a copy of Characteristics and Risks of Standardized Options. Copies may be obtained from your broker, one of the exchanges or The Options Clearing Corporation, One North Wacker Drive, Suite 500, Chicago, IL 60606 or call 1-888-OPTIONS or visit [www.optionseducation.org](http://www.optionseducation.org). Any strategies discussed, including examples using actual securities and price data, are strictly for illustrative and education purposes and are not to be construed as an endorsement, recommendation or solicitation to buy or sell securities.

**14. LIMITATION OF LIABILITY.** IF NDW IS FOR ANY REASON HELD LIABLE TO USER, OR TO ANY OTHER INDIVIDUAL OR ENTITY, INCLUDING, BUT NOT LIMITED TO THE USER, WHETHER IN CONTRACT OR IN TORT, THE LIABILITY OF NDW WITHIN A SINGLE YEAR OF THE AGREEMENT IS LIMITED TO THE GREATER OF: (1) ONE YEAR'S CHARGES, IF ANY; OR (2) \$50.00.

NDW SHALL NOT BE LIABLE TO USER OR TO ANY OTHER ENTITY OR INDIVIDUAL, INCLUDING, BUT NOT LIMITED TO THE USER, FOR ANY LOSS OF PROFITS, REVENUES, TRADES OR DATA OR FOR ANY DAMAGE TO USER'S EQUIPMENT, OR FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO USE OF THE SERVICE OR ITS CONTENTS OR USER OR OTHER RECIPIENT RELYING ON ANY RECOMMENDATION OR INFORMATION, EVEN IF NDW AND/OR ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES AND FOREIGN COUNTRIES DO NOT ALLOW US TO LIMIT OUR LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN THOSE STATES OR FOREIGN COUNTRIES, NDW'S LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

**15. Force Majeure.** Notwithstanding any other term or condition of this Agreement, NDW shall not be obligated to perform or observe their obligations undertaken in this Agreement if prevented or hindered from doing so by circumstances beyond its control.

**16. Indemnification.** You will indemnify and hold harmless NDW and its employees, officers, directors, providers and other agents from any and all claims and losses imposed on, incurred by or asserted as a result of or related to:

(a) any non-compliance by User with the terms and conditions hereof; or

(b) any third-party actions related to User's receipt and use of the Services and content, whether authorized or unauthorized under the Agreement.

Any cooperation by NDW in such defense is without waiver of any attorney-client, work product, or other legal privileges.

NDW shall indemnify and hold harmless the User against any claims and losses imposed on, incurred by or asserted as a result of any alleged infringement or misappropriation by the Service of any third parties' U.S. or European Community intellectual property rights up to \$100.00. NDW's obligations to indemnify under this Section shall be conditioned on the following: (1) User shall promptly, but, in any event, in a time frame that does not prejudice the rights of User or NDW, notify NDW in writing of the claim, action or allegation; and (2) NDW shall have sole control of the defense and related settlement negotiations. NDW shall not have the obligation to indemnify and hold User harmless for any claims and losses imposed on, incurred by or asserted against User as a result of any allegation of infringement or misappropriation if the Service has not been used in accordance with this Agreement.

**17. Term and Termination.** This Agreement may be terminated by you upon written notice to NDW (email is sufficient). Upon notice to you, NDW may terminate this Agreement at any time for any reason including, but not limited to, your breach of any term of this Agreement.

**18. Notices.** All notices and other communications required under this Agreement shall be in writing and shall be directed to: (a) Nasdaq, Inc., Attn: Office of the General Counsel, 805 King Farm Boulevard, Rockville, MD 20850; or (b) to User at the address and addressed to the person that the Service password was sent. Unless otherwise set forth herein, notice shall be deemed to have been duly given upon actual receipt by a party, or upon constructive receipt if sent by certified mail, postage pre-paid, return receipt requested, at such address or any other address, as any party hereto shall hereafter specify by Notice to the other party hereto.

**19. Arbitration.** Any dispute arising hereunder or relating hereto will be submitted to the American Arbitration Association (AAA) and will be subject to final binding arbitration in accordance with the Commercial Arbitration Rules and Regulations of the AAA. The arbitral tribunal will be composed of a sole arbitrator. The arbitrator will be selected in accordance with the applicable Rules and the arbitration will be conducted in English in New York, New York. The arbitrator may not award punitive damages and each party hereby waives the right to seek or recover punitive damages with respect to any dispute resolved by

arbitration. The existence and content of the arbitral proceedings and any rulings or awards shall be kept confidential by the parties and the arbitrator except to the extent that disclosure may be required of a party to fulfill a legal duty, protect or pursue a legal right, or enforce or challenge an award in *bona fide* legal proceedings before a state court or other judicial authority. The arbitration award shall be final and binding on the parties, and the parties undertake to carry out any award without delay. Judgment on the award may be entered in any court of competent jurisdiction. **YOU AND NDW HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE.**

**20. Headings.** Section headings are included for convenience only and are not to be used to construe or interpret this Agreement.

**21. Waiver and Severability.** No failure on the part of any of NDW or User to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or if the exercise of any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. To prevent violations and enforce this Agreement and remediate any violations, NDW can take any technical, legal and other action that NDW deems, in our sole discretion, necessary and appropriate with notice to you.

**22. Survival of Provisions.** The terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission, namely, obligations relating to, Ownership, Limitation of Liability, Consequential Damages, Indemnification, Warranties, Non-Use of Corporate Names and Marks, Confidentiality and Restrictions on use of the Services and content.

**23. Governing Law.** This Agreement shall be deemed to have been made in the United States in the State of New York and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of New York, without reference to principles of conflicts of laws thereof. PLEASE NOTE THAT BY AGREEING TO THIS AGREEMENT AND CONTINUING TO ACCESS THE SITE OR THE SERVICE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE STATE OF NEW YORK OVER ANY DISPUTES OR CLAIMS YOU HAVE WITH US; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF THE ARBITRAL TRIBUNAL LOCATED IN THE STATE OF NEW YORK FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

**24. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, communications, writings, and understandings. NDW may modify this Agreement from time to time. If you do not agree to the changes, stop using our Services (and remember to cancel any fee-based services) before the changes take effect. Your continued use of a Service after the effective date of any changes means that you agree to the changes. If a court of law finds that any provision of this Agreement is invalid or unenforceable, the remaining provisions will continue to be valid and enforceable.

## **25. Billing Terms and Conditions**

The definition of "User" for subscription services to the Site ( [www.dorseywright.nasdaq.com](http://www.dorseywright.nasdaq.com) ) described herein is defined as the person who signs up for a subscription to our website research services, creating their unique User ID and password. To be eligible as an Account owner, you represent and warrant that you are a natural person at least 18 years of age. DWA acknowledges that User may designate another party to receive or pay invoices, provided that User shall assume all responsibility for any actions and/or inactions of such party with respect to payment obligations. Please note: a User may or may not be the person or party receiving or paying invoices.

To the extent the User has subscribed to Services, such subscription will be in effect for the selected period (month, quarter, semi-annual, annual) from the initial date of subscription (the "Initial Term"), and shall automatically renew for additional successive one (1) billing period, as already selected (each, a "Renewal Term"). You may decline or change the frequency of the Renewal Term by providing DWA notice via email to: [NDWCancellations@Nasdaq.com](mailto:NDWCancellations@Nasdaq.com) (or other instructions provided via the Site) of your intent not to accept the renewal term at least twenty-four (24) hours prior to the expiration of the then-current term. User acknowledges that the Services are billed automatically until cancellation.

All cancellation requests must be sent via email to [NDWCancellations@Nasdaq.com](mailto:NDWCancellations@Nasdaq.com). Requests must be received prior to the first day of the Renewal Term. If a cancellation is requested on or after the first day of the Renewal Term, the cancellation will be effective at the end of the Renewal Term and the full monthly fee is due. It is your responsibility to ensure payments are made in a timely manner. Once a cancellation or termination is requested, the account owner is responsible for any unpaid account balances.

**Subscription Account Transfer Policy:**

If an account owner does not request to cancel, but requests to transfer their subscription account and information to another individual or company, the request must be sent from the account owner in writing to our billing and subscription manager. Email [NDWBilling@nasdaq.com](mailto:NDWBilling@nasdaq.com) to request the transfer.

**Monitoring Access and Usage Policy:**

Due to the nature of our business, nonpayment is not cause for cancellation and individual usage is not monitored for cancellation purposes. The cost of our service is not pay per view.

**Payment Options:**

Our payment options include credit card, check, electronic fund transfers and bank wires.

Credit Card Payment. If paying by credit card, the subscriber or account owner must login to our website and enter their credit card information under My Account and Billing Preferences. The credit card will automatically be placed on Auto Pay and be charged based on the due date and Net Terms. The expiration or declination of your credit card does not automatically cancel your subscription. You expressly agree that Nasdaq is permitted to invoice and charge your credit card or accepted payment account the applicable fees, applicable taxes and any other charges that you may incur with Nasdaq in connection with your use of the Services. Notwithstanding Section 10 (Payment) of the Agreement, such fees, taxes and related charges will be billed to the credit card or accepted payment account that you provide at the beginning of each billing period. You agree to allow Nasdaq's service provider, to process and store your payment information. If payment is not received or cannot be charged to your credit card or accepted payment account for any reason in advance of the applicable subscription term, Nasdaq reserves the right to either suspend or terminate your access to the Services, and at Nasdaq's sole discretion, terminate this Agreement.

Payment by Check. If paying by check, indicate the customer or invoice number on the check to ensure proper application of payment and remit the payment to the address at the bottom of the invoice.

Payment by EFT/ACH / bank wire. If paying by EFT/ACH or bank wire, a payment remittance advice must be emailed to [NDWBilling@nasdaq.com](mailto:NDWBilling@nasdaq.com) with the invoice number, amount of payment and date to ensure proper application of payment.