

## MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “Agreement”) is entered into by and between BaseFund LLC, a Delaware limited liability company with a principal address P.O. Box 430, Buffalo Gap, Texas 79508 (“BaseFund”) and the Customer entering into this Agreement via BaseFund’s online registration process (“Customer”). BaseFund and Customer may be referred to individually as a “Party” and collectively as the “Parties.” This Agreement will become effective as of the date Customer completes BaseFund’s online registration process and thereby manifests its acceptance of this Agreement (the “Effective Date”).

**READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE PLATFORM.** This Agreement governs Customer’s use of the Platform and affects Customer’s legal rights and obligations. BY CLICKING THE “I AGREE” BUTTON AND ACCEPTING THIS AGREEMENT, CUSTOMER AGREES TO AND ARE BOUND BY THE TERMS, CONDITIONS, POLICIES, AND NOTICES CONTAINED IN THIS AGREEMENT, INCLUDING WITHOUT LIMITATION CONDUCTING THIS TRANSACTION ELECTRONICALLY, DISCLAIMERS OF WARRANTIES, DAMAGE AND REMEDY EXCLUSIONS AND LIMITATIONS, AND A CHOICE OF DELAWARE LAW AND VENUE. If you do not agree to be bound by all of the terms contained in this Agreement, do not click on the “I Agree” button and do not access or use the Platform. Customer agrees that use of any third-party features, services, or content either in or accessible in connection with the Platform shall be subject to any applicable third-party terms and conditions, disclaimers, and disclosures.

BASEFUND MAY AT ANY TIME INCREASE THE FEES AND OTHER CHARGES IT REQUIRES FOR USE OF THE PLATFORM AND OTHER SERVICES, AND MAY AT ANY TIME REVISE AND UPDATE THIS AGREEMENT. CUSTOMER MUST PERIODICALLY REVIEW THIS AGREEMENT POSTED ON OR ACCESIBLE FROM THE PLATFORM BECAUSE CUSTOMER’S CONTINUED USE OF THE PLATFORM WILL MEAN THAT CUSTOMER AGREES TO ANY SUCH INCREASE, REVISION AND UPDATE. TO THE EXTENT ANY FEE OR OTHER CHARGE IS INCREASED, OR ANY REVISION OR UPDATE OF TO THIS AGREEMENT MATERIALLY AFFECTS CUSTOMER’S RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT, THE UPDATED AGREEMENT WILL BE PRESENTED TO CUSTOMER UPON ITS NEXT LOG-IN TO THE PLATFORM AND CUSTOMER WILL BE REQUIRED TO ACCEPT THE UPDATED AGREEMENT BEFORE PROCEEDING TO THE PLATFORM.

**1. Definitions.** The following terms shall have the meanings ascribed to them in this Section:

- (a) “Authorized User(s)” means those employees or independent contractors of Customer who are authorized by Customer to access and use the Platform on behalf or for the benefit of Customer.
- (b) “Confidential Information” means any and all non-public information, materials, know how, data, information, trade secrets, business plans, processes, financial information, marketing plans, reports, forecasts, and technical or commercial information that is owned by a Party (the “Disclosing Party”) and is provided to the other Party (the “Receiving Party”), including any and all non-public information regarding, related to, arising from, or associated with this Agreement or the activities contemplated hereby, and the existence, terms, and conditions of this Agreement.
- (c) “Documentation” means any user manuals, instructions, or functional specifications that describe the functionality of the Platform and that are provided to Customer by BaseFund in any form or medium, and any updates of the foregoing.
- (d) “Platform” means BaseFund’s proprietary, cloud-based debt management platform that connects managing parties to certain debt issuance, self-service payment, transparency, audit confirmation, Secure Closings, and disclosure processes.
- (e) “Platform Data” means all data or information submitted, inputted, processed, or entered by Customer or its Authorized Users through the Platform, including all derivative data thereof but excluding any Usage Data.
- (f) “Secure Closings” means a service available for use, designed to augment the security and efficiency of the closing process through a password-protected platform. This service introduces enhanced security protocols for the management of sensitive information, including an option for the use of third-party identity verification and micro-deposit verification for aid in bank account ownership validation.
- (g) “Taxes” means any and all applicable federal, state, and local taxes, including without limitation all use, sales, value-added, excise, utility, franchise, commercial, gross receipts, license, privilege, or other similar taxes, levies, surcharges, duties, and fees; provided, that “Taxes” shall not include any taxes based on the income of BaseFund.
- (h) “Territory” means the United States and its territories and protectorates.
- (i) “Usage Data” means certain de-identified data collected by BaseFund as a result of Authorized Users’ use of the Platform.

## **2. Platform and Services.**

- (a) Use Rights. Subject to the terms and conditions of this Agreement, including without limitation Section 2(d), BaseFund grants Customer a non-exclusive right during the Term to access and operate the features of the Platform in and

from the Territory, solely as permitted in this Agreement and in accordance with the Documentation. Customer shall provide and maintain, at its sole cost and expense, all hardware, software, Internet access, and other materials necessary to permit Customer's and its Authorized Users' access to and use of the Platform.

(b) **Authorized Users.** Customer shall cause all Authorized Users to comply with the terms of this Agreement. Customer is solely responsible and liable for, and BaseFund hereby disclaims all liability with respect to, all acts and omissions of any Authorized User that accesses or uses the Platform. Customer shall immediately notify BaseFund of any suspected theft, loss, or fraudulent use of any Authorized User's account name or password or violations of this Agreement by an Authorized User. BaseFund shall have the right in its sole discretion to terminate or suspend (pending resolution of such violation to BaseFund's satisfaction) such Authorized User's access to and use of the Platform.

(c) **Maintenance and Repairs.** Any support and maintenance related to the Platform shall be provided by BaseFund in accordance with its then-current standards. This Agreement sets forth BaseFund's entire obligation with respect to support and maintenance of the Platform.

(d) **Restrictions.** Customer shall not, and shall not permit any Authorized User or any third party to: (i) translate, adapt, modify, copy, update, revise, enhance, or otherwise alter or create derivative works of the Platform or the Documentation; (ii) reverse engineer, disassemble, or decompile (or attempt to reverse engineer, disassemble, or decompile) the Platform; (iii) access the Platform in order to copy any proprietary ideas, features, or functions thereof or create a competitive product; (iv) bypass or breach any security device or protection used by the Platform; (v) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the integrity or performance of the Platform; (vi) use the Platform for unlawful purposes or for any purpose not expressly permitted by this Agreement; (vii) remove, alter, or obscure any proprietary notice or legend of BaseFund, its suppliers, or licensors for the Platform or Documentation; (viii) use the Platform to send or store viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs; or (ix) use the Platform to send or store any infringing, misappropriated, or unlawful information or materials.

(e) **Suspension.** Customer acknowledges and agrees that BaseFund reserves the right to suspend Customer's access to the Platform immediately and without prior notice based upon (i) a reasonable belief that Customer's use of the Platform is in violation of applicable laws or Section 2(d); or (ii) an imminent and material compromise or risk of compromise to the security or integrity of the network. Following such suspension, BaseFund will, as commercially practicable depending on the circumstances, provide notice to Customer of the suspension and keep Customer reasonably informed of BaseFund's efforts to restore access to the Platform, and BaseFund will restore the Platform as soon as reasonably practicable.

**3. Customer's Responsibilities.** Customer shall at all times comply, with all laws, rules, regulations, ordinances, and other legal requirements in force in the Territory and shall obtain all necessary authorizations, licenses, and permits required to perform its obligations and exercise its rights under this Agreement. If any notification, registration, certification, license, permit, or approval is required for a party to operate its business or for giving legal effect in any applicable jurisdiction to this Agreement or the transactions contemplated under this Agreement, said party shall: (i) immediately take whatever steps may be necessary to properly notify, register, or obtain approval or any certification, license, or permit; and (ii) be responsible for any charges incurred in connection with notifying, registering, or obtaining this approval or any certification, license, or permit. BaseFund is not obligated to provide access to and use of the Platform under this Agreement until Customer has provided to BaseFund satisfactory evidence that all approvals, notifications or registrations, certifications, licenses, or permits have been obtained, if so required. Customer shall provide immediate notice to BaseFund in the event that it believes that the Platform or any aspect thereof violate or have the potential to violate any laws, rules, regulations, ordinances, or other legal requirements in the Territory. Customer will obtain all consents necessary or required to be obtained for all information and materials sent or received in connection with Authorized Users' use of the Platform.

#### **4. Fees and Invoicing.**

(a) **Fees.** Customer shall timely pay to BaseFund the fees and other amounts agreed by Customer when Customer registered to use the Platform. BaseFund may increase such fees and other amounts by notice to Customer. Customer's continued use of the Platform after its receipt of such notice constitutes Customer's agreement to such increase.

(b) **Payment.** If Customer fails to pay any amount due to BaseFund within thirty (30) days of when due (except with respect to charges then under reasonable and good faith dispute), then in addition to any of its other rights or remedies, BaseFund may suspend access to or use of the Platform, or terminate this Agreement upon written notice to Customer, without further obligation or liability to Customer. Customer shall reimburse BaseFund for any expenses, including attorneys' fees, reasonably incurred in collecting any payments due hereunder, whether through negotiation, settlement, or the bringing of any action to collect the same.

(c) **Taxes.** Customer shall pay all Taxes related to the Platform provided pursuant to this Agreement, as well as any taxes arising out of Customer's access to and use of the Platform. In the event Customer claims exemption from any Taxes, Customer will provide BaseFund with the appropriate exemption documents as applicable. Customer shall indemnify, defend, and hold BaseFund harmless from all Taxes that may be assessed to BaseFund for disallowed exempt sales.

## 5. Intellectual Property.

(a) Platform Data. As between Customer and BaseFund, all Platform Data is the sole and exclusive property of Customer. Customer hereby grants BaseFund a worldwide, non-exclusive, royalty-free right and license to access, utilize, reproduce, create derivative works of, display, and distribute any such Platform Data in connection with BaseFund's provision of the Platform to Customer and any Authorized Users and performance of its obligations under this Agreement. Upon written request provided within ten (10) days of expiration or termination of this Agreement, BaseFund shall provide to Customer a full and complete copy of such Customer's Platform Data. Customer acknowledges and agrees that BaseFund shall have the right to compile, extract, combine, modify, and aggregate Platform Data in order to create de-identified data that cannot be used to identify Customer or any individual Authorized User ("De-Identified Data"), which may be used by BaseFund for (i) improving its products and services; (ii) creating statistical and/or benchmarking data; and/or (iii) marketing the Platform. BaseFund shall own all right, title, and interest in and to such De-Identified Data.

(b) Usage Data. All Usage Data, including the analytics of such Usage Data, generated by or resulting from use of the Platform is the sole and exclusive property of BaseFund.

(c) BaseFund Intellectual Property. Except for any rights expressly set forth in this Agreement, no other rights or licenses are granted by BaseFund to Customer or any Authorized User. BaseFund retains sole and exclusive ownership of, and all intellectual property rights in and to, the Platform and all other BaseFund intellectual property, as well as all derivative works, customizations, or enhancements thereto (collectively, "BaseFund Intellectual Property"). BaseFund reserves all rights, title, and interests in and to the BaseFund Intellectual Property. In no event shall BaseFund be obligated to provide any products, services, or other items now existing or created, developed, or offered by BaseFund after the Effective Date, other than the Platform, unless expressly set forth in this Agreement or otherwise agreed to in a writing signed by an authorized representative of BaseFund.

(d) Suggestions. To the extent any ideas, suggestions, enhancements, recommendations, or other feedback is provided by Customer or any Authorized User to BaseFund (collectively, "Suggestions"), Customer hereby grants BaseFund a perpetual, worldwide, transferable, sublicensable, irrevocable, royalty-free right and license to use, modify, and incorporate into the Platform any such Suggestions.

(e) Third Party Licensors. The Platform may operate or interface with, use, or rely upon software, know-how, technology, or other intellectual property which is not proprietary to BaseFund and is licensed to BaseFund by third parties ("Third Party Licensors"), but for which BaseFund has the necessary rights to license or otherwise use for the purposes of this Agreement ("Third Party Intellectual Property"). Customer agrees that: (i) Customer shall and shall cause its Authorized Users to use any such Third Party Intellectual Property only in accordance with this Agreement; (ii) no Third Party Licensor makes any warranties or representations of any kind, either express or implied, to Customer concerning the Third Party Intellectual Property or the Platform; and (iii) no Third Party Licensor will have any obligation or liability to Customer as a result of this Agreement or any Customer's use of such Third Party Intellectual Property in connection with this Agreement.

(f) White Label. If Customer ordered and paid for white-label services in connection with entering into this Agreement, BaseFund will make the Platform available to Customer on a white-label basis, in which Customer may design and market the Platform to reflect Customer's branding. If Customer chooses to white label the Platform, Customer must include "Powered by BaseFund" in the Customer's branding and marketing of the Platform.

**6. Confidentiality.** The Receiving Party shall: (i) maintain Confidential Information of the Disclosing Party disclosed or made available to the Receiving Party in strict confidence using a commercially reasonable degree of care; (ii) limit dissemination to those employees, agents, or subcontractors who reasonably require use or access to such Confidential Information in order to perform under this Agreement; (iii) not disclose such Confidential Information to any other person except as otherwise expressly permitted in this Agreement or as may be agreed to in writing by the Disclosing Party; and (iv) use such Confidential Information only to the extent necessary to perform this Agreement. To the extent the Receiving Party discloses, or provides access to, Confidential Information to any employee, agent, or subcontractor in order to perform under this Agreement, the Receiving Party shall enter into a written agreement with such employee, agent, or subcontractor containing confidentiality and protection obligations for the Confidential Information at least as stringent as those set forth in this Agreement. The Receiving Party shall notify the Disclosing Party promptly of any disclosure or threat of disclosure of any Confidential Information not in accordance with this Agreement. If the Receiving Party is compelled to disclose any Confidential Information by order of a court of competent jurisdiction, any such disclosure shall not be a breach of this Agreement; provided, that the Receiving Party first gives the Disclosing Party prompt written notice of such required disclosure in order to permit the Disclosing Party to seek all applicable governmental or judicial protection available. BaseFund shall implement and maintain administrative, technical, and organizational measures designed to protect the confidentiality, security, and availability of all Platform Data in compliance with all laws, rules, and regulations applicable to this Agreement or the Platform.

## 7. Disclaimer.

(a) THE PLATFORM AND ANY SERVICES PROVIDED BY BASEFUND HEREUNDER ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND BASEFUND MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED. BASEFUND MAKES NO WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED IN CONNECTION WITH OR RESULTS OBTAINED THROUGH USE OF THE PLATFORM. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PLATFORM IS SOLELY A CONDUIT FOR ANY PLATFORM DATA. BASEFUND SHALL HAVE NO LIABILITY FOR ANY CLAIM ARISING FROM ANY USE OF SUCH INFORMATION OR RESULTS.

(b) The information accessed through the Platform has been provided to BaseFund from sources reasonably believed by BaseFund to be reliable, but BaseFund has not verified the accuracy of the information provided. Parties accessing information through the Platform are responsible for confirming that all such information is correct, accurate and complete. Reliance on the accuracy, sufficiency, and completeness of such information is at the risk of the accessing party. Without limiting the foregoing, Customer must verify that all payment information, including payment amounts and payment instructions, is correct, accurate and complete. BaseFund hereby specifically disclaims responsibility for any damages or liability (actual, consequential, punitive, contingent, or otherwise) resulting from reliance on information accessed through the Platform, including any information that is fraudulent, incorrect, inaccurate or incomplete.

(c) The Platform is an information aggregation service; the Platform's hosting of information relative to any security does not constitute a recommendation to buy, sell or hold that security. BaseFund does not provide financial advice. Each Party acknowledges and agrees that BaseFund, (a) is not acting as a municipal advisor to any party, (b) does not provide municipal advisory services to any party, (c) does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any Party, and (d) is acting for its own interests in a profit-making endeavor. Each Party providing or accessing information through the Platform should review such information with any and all internal or external advisors and experts deemed necessary or appropriate to confirm accuracy and sufficiency and, as applicable, to receive appropriate interpretive advice prior to providing, utilizing or relying or acting upon such information.

(d) With respect to Secure Closings, BaseFund specializes in gathering wiring instructions from multiple participants and providing those instructions to a clearing agent for the settlement of transactions and the wiring of money to different parties. While BaseFund refers to its service as a "secure closing," it is important to note that no method of transmission over the Internet, or method of electronic storage, is 100% secure. Therefore, while BaseFund strives to use commercially acceptable means to protect your information, absolute security cannot be guaranteed. All users, including those who create and those who are invited to participate in a secure closing, should take their own security measures as they deem necessary, exercising the same caution that would be applied to more traditional, less secure methods of transaction. Users of BaseFund's Secure Closings feature assume the risk of successful and accurate execution of the subject money transfer. By use of the Secure Closings feature, BaseFund does not become a guarantor of successful and accurate completion of any money transfer. A user of the Secure Closings feature, by utilizing such feature, expressly disclaims any expectation or assertion that BaseFund guarantees the successful and accurate completion of any money transfer.

## 8. Indemnification.

(a) Customer Indemnification. Customer shall indemnify, hold harmless, and, in BaseFund's sole discretion, defend BaseFund, its affiliates, and their respective officers, directors, members, managers, employees, agents, and successors and assigns (collectively, the "BaseFund Indemnitees") from and against all resulting damages, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses incidental thereto) and any third-party claim to which any BaseFund Indemnitee may become subject to as a result of or to the extent arising out of or related to (i) any Customer or Authorized User's use of the Platform not in accordance with this Agreement; (ii) any breach of Section 2(d); (iii) any breach of Customer's agreement with any third-party (if any); (iv) any allegation that the Platform Data and/or BaseFund's use thereof infringes, misappropriates, or otherwise violates the intellectual property or proprietary rights of a third party; (v) Customer's marketing, promoting, and, to the extent applicable, supporting or facilitating, the Platform to its customers or clients; and (vi) the gross negligence, fraud, or willful misconduct of Customer or its employees, agents, or other independent contractors.

(b) Secure Closings Indemnification. Authorized Users of Secured Closings and their invitees ("Secured Closings Indemnifying Party") hereby agrees to indemnify, defend, and hold harmless the BaseFund Indemnitees from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to Secured Closings, violation of these Terms of Service, or violation of any rights of a third party. This includes, but is not limited to, claims arising from the gathering, provision, or accuracy of wiring instructions, the facilitation of transactions and money transfers to various parties, or violations of law or the rights of a third party.

(c) **BaseFund Indemnification.** BaseFund shall indemnify, defend, and hold harmless Customer, its affiliates, and their respective officers, directors, employees, agents, and successors and assigns (collectively, the “Customer Indemnitees”) from and against all resulting damages, liabilities, losses, and expenses (including reasonable attorneys’ fees and expenses incidental thereto) and any third-party claim to which any Customer Indemnatee may become subject to as a result of or to the extent arising out of or related to any claim that the Platform, or Customer’s use thereof in accordance with this Agreement, infringes, misappropriates, or violates the United States intellectual property or proprietary rights of a third party (each, an “IP Claim”). To the extent an IP Claim is or may be brought by a third party, BaseFund may, at its sole option and expense: (i) obtain for Customer the right to continue using the Platform consistent with the terms of this Agreement; (ii) modify the Platform so that it is non-infringing and in compliance with this Agreement; (iii) replace the Platform with a non-infringing alternative of equivalent functionality; or (iv) if BaseFund determines that (i)-(iii) are commercially unreasonable, terminate this Agreement and issue a refund for any prepaid fees unearned as of the effective date of termination. THE FOREGOING REMEDIES FOR AN IP CLAIM STATE BASEFUND’S SOLE LIABILITY, AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY, FOR ANY IP CLAIMS.

(d) **Indemnification Process.** Indemnification under this Section 8 is conditioned upon the Party seeking such indemnification (the “Indemnified Party”): (i) promptly notifying the Party obligated to provide indemnification (the “Indemnitor”) of the existence of any claim (together with copies of any applicable documents or other relevant information); (ii) provide the Indemnitor with reasonable assistance and cooperation in connection with the defense of the claim, in each case at the Indemnitor’s sole expense; and (iii) allow the Indemnitor to control the claim and any related settlement negotiations; provided that the Indemnified Party shall have the right to participate in such claim or settlement negotiations with counsel at its selection and at its sole expense. The Indemnitor may not consent to entry of any judgment or enter into any settlement that imposes liability or obligations on the Indemnified Party or diminishes the Indemnified Party’s rights without first obtaining the Indemnified Party’s express written consent.

**9. Limitation of Liability.** IN NO EVENT SHALL BASEFUND HAVE ANY LIABILITY TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EVEN IF BASEFUND IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BASEFUND’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL FEES PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## **10. Term.**

(a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect for an initial term of twelve (12) months (the “Initial Term”), unless earlier terminated. Following the Initial Term, this Agreement shall automatically renew for consecutive twelve (12) month renewal terms (each, a “Renewal Term,” and, together with the Initial Term, the “Term”) unless either Party provides written notice of its desire to not renew this Agreement at least ninety (90) days prior to the expiration of the then-current Term.

(b) **Termination.** This Agreement may be terminated immediately upon written notice by either Party if: (i) the other Party is in material breach of its obligations hereunder and has not cured such breach within thirty (30) days after notice requesting cure of the breach; or (ii) upon the filing or institution of bankruptcy, reorganization, liquidation, or receivership proceedings, or upon an assignment of a substantial portion of the assets for the benefit of creditors by the other Party; provided, that in the case of any involuntary bankruptcy proceedings, such right to terminate shall only become effective if the Party consents to the involuntary bankruptcy or such proceeding is not dismissed within ninety (90) days after the filing thereof.

(c) **Effect of Termination; Survival.** Upon expiration or termination of this Agreement: (i) each Party shall immediately return or destroy all Confidential Information (as defined in this Agreement) then in its possession, and each Party shall certify in writing that all such Confidential Information have been returned or destroyed (provided, that the Receiving Party may maintain a copy of the Disclosing Party’s Confidential Information in its possession or control to the extent required under applicable law or otherwise maintained in archival or backup copies in accordance with the Receiving Party’s document retention policies and the terms of this Agreement); (ii) all Customer and Authorized User rights to access and use the Platform pursuant to this Agreement immediately shall terminate and cease to have any force or effect; and (iii) all provisions of this Agreement that, by their nature should survive, shall survive, including without limitation: Sections 1, 2(d), 3, 4, 5(a) through (e), 6 through 9, 10(c), and 11.

## **11. Miscellaneous.**

(a) **Injunctive Relief.** The Parties acknowledge and agree that any breach or threatened breach of Sections 2(d), 5, 6, or 11(m) would give rise to irreparable harm for which monetary damages would be inadequate, and in such event the non-breaching Party shall be entitled to seek injunctive relief against any such breach or threatened breach, without posting any bond or showing of irreparable harm, in addition to any other remedy available to it.

(b) Assignment. The rights and obligations granted to Customer under this Agreement are personal and shall not be assignable or transferable, in whole or in part, whether by operation of law, change of control, reorganization, or sale of all or substantially all of Customer's assets or business, without the prior written consent of BaseFund, which consent shall not be unreasonably withheld, conditioned, or delayed. BaseFund may assign or transfer its rights and obligations under this Agreement without the prior written consent of Customer if (i) to an affiliate or (ii) pursuant to a merger, change in control, reorganization, or sale of all or substantially all of BaseFund's assets or business. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Parties hereto. Any assignment or transfer in contravention of this Section shall be null and void.

(c) Notices. All notices, consents, waivers, and other communications provided under this Agreement shall be in writing and shall be deemed received and effective (i) upon delivery if by hand; (ii) on the date of receipt or refusal of receipt if by certified mail, postage prepaid, return receipt requested; or (iii) on the first business day following deposit if by a nationally recognized overnight courier. The sender shall address all notices, requests, demands, or other communications to BaseFund at the address set forth in the introduction to this Agreement and to Customer at the address provided by Customer during its registration to use the Platform.

(d) Independent Contractors. The Parties understand and agree that this Agreement does not make either Party an agent or legal representative of the other Party for any purpose whatsoever. No Party is granted, by this Agreement or otherwise, any right or authority to assume or create any obligation or responsibilities, express or implied, on behalf of or in the name of the other Party, or to bind the other Party in any manner whatsoever. The Parties expressly acknowledge that (i) BaseFund is an independent contractor with respect to the Parties in all respects, and (ii) the Parties are not partners, joint ventures, employees, or agents of or with each other.

(e) Headings; Construction; Good Faith. The headings in this Agreement are for convenience only, are not to be construed as part of this Agreement, and shall not limit, characterize, or in any way affect the interpretation of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Further, each Party agrees that, in its respective dealings with the other Party under or in connection with this Agreement, it shall act in good faith.

(f) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Delaware and the United States of America without regard to any conflicts of laws principles that would require the application of any other law. Subject to Section 11(a), jurisdiction and venue for any action concerning this Agreement shall be in the state or federal court having jurisdiction over Wilmington, Delaware, United States of America, and the Parties expressly agree to commence action, claim, or proceeding arising out of or related to this Agreement solely and exclusively therein.

(g) Force Majeure. Except for Customer's payment obligations under this Agreement, the inability of any Party to commence or complete its obligations under this Agreement resulting from events beyond the Party's reasonable control, including delays caused by strikes, insurrection, acts of God, war, government actions, epidemic or pandemics, or other similar causes (each, a "Force Majeure Event") that shall have been timely communicated to the other Party, shall extend the period for the performance of the obligations for the period equal to the period(s) of any such delays(s); provided, that such Party shall continue to perform to the extent feasible in view of such Force Majeure Event.

(h) Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such holding shall not affect the enforceability of any other provisions hereof, and the court shall modify, limit, or interpret such provision so as to render it valid and enforceable to the full extent allowed by law. However, if such provision is not susceptible of such reformation and thus is finally held to be invalid, illegal, or unenforceable, then such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(i) Amendments; Waiver. This Agreement may only be amended through a writing signed by the authorized representatives of the Parties. Rights hereunder will not be waived, except by a writing executed by the authorized representative(s) of the Party or Parties to be charged with such waiver. The Parties agree that no failure or delay by either Party in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise thereof preclude any further exercise of any right, power, or privilege.

(j) Authority. Each Party represents that: (i) it has full corporate or organizational power and authority to enter into and perform this Agreement, (ii) it knows of no contract, agreement, promise, or undertaking that would prevent the full execution and performance of this Agreement, and (iii) the person entering into this Agreement on behalf of the Party is duly authorized to do so and has the authority to bind the Party.

(k) No Third-Party Beneficiaries. This Agreement is entered into solely between, and may be enforced only by, BaseFund, Customer, and their permitted successors and assigns; and except as expressly set forth in this Agreement, this Agreement shall not be deemed to create any rights in third parties, including without limitation, Authorized Users and suppliers and customers of a Party, or to create any obligations of a Party to any such third parties.

(l) Entire Agreement. This Agreement constitutes the entire understanding of the Parties and supersedes any prior agreements or understandings, written or oral, between the Parties with respect to the subject matter hereof. All exhibits, schedules, and annexes attached hereto are hereby incorporated and made a part of this Agreement.

(m) Non-Solicitation. During the Term and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, recruit or solicit for employment or engagement as an independent contractor any person then or within the prior twelve (12) months employed or engaged by the other Party and involved in the performance of any obligations under this Agreement; provided, that this Section shall not apply to any general advertisement or solicitation for employment or engagement that is not directed to any specific individual or inquiry directly by a former employee or contractor.

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