

## UAT Environment Terms of Use

**Last Updated: May 26, 2021**

These UAT Environment Terms of Use (the “Terms of Use”) govern your access and use of the UAT DriveWealth Platform provided by DriveWealth (“Purpose”). By accessing and/or continuing to access the UAT DriveWealth Platform, you acknowledge and confirm your agreement to be bound by these Terms of Use. As used herein, capitalized terms shall have the following meanings (singular shall have the same meaning as the plural and vice versa):

“**Access Keys**” means the confidential security keys provided by DriveWealth to Company for access to the DriveWealth Platform.

“**Affiliate**” means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to parents, subsidiaries, that directly or indirectly, control, is/are controlled by, or are under common control of a party.

“**API**” includes DriveWealth’s REST and FIX Application Program Interfaces and any accompanying or related documentation made available to Company.

“**Applicable Law**” means any domestic or foreign declaration, decree, directive, law, legislative enactment, order, ordinance, regulation or rule, or other similar binding requirement, (as amended re-enacted, consolidated or replaced, or as their application is modified by other Applicable Laws) from time to time which apply to the provision or receipt of the services and any others that may be applicable to the purpose and scope of this Terms of Use, whether before or after the date of this Agreement.

“**Confidential Information**” means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing Party including its Affiliates, together with all information derived by the receiving Party from any such information and any other information clearly designated by a Party as being confidential to it or its Affiliates (whether or not it is marked “confidential”), or which ought reasonably be considered to be confidential, including personal or otherwise sensitive information.

“**DriveWealth**” means DriveWealth Technologies, LLC and/or its affiliates where context so permits or requires, including, but not limited to DriveWealth, LLC.

“**DriveWealth Platform**” means such technology, software, and documentation owned, operated or made available by DriveWealth, or an Affiliate of DriveWealth, for Company’s use under this Agreement.

“**Front-end Application**” means the user interface made available to users.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Personal Identifiable Information (PII)**” means data that may be used, either alone or together with other information, to identify an individual user, including, without limitation, a user’s name, address, telephone number, username, email address, city and country, geo-location, unique identifiers, picture, or other similar information.

“**Production**” means the live trading environment of the DriveWealth Platform.

“**Specifications**” means those components which the Front-end Application will be required to integrate with, and the expected performance levels, in order to work with the DriveWealth Platform.



“**Third-Party Materials**” means materials and information, in any form or medium, that are not proprietary to DriveWealth or its Affiliates, including any third-party: (a) documents, data, content or specifications; (b) open source components or other software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts, or features of any of the foregoing.

“**UAT DriveWealth Platform**” shall mean the User Acceptance Testing environment of the DriveWealth Platform.

“**Updates**” means bug fixes, updates, upgrades, modifications, enhancements, supplements, and new releases to DriveWealth’s APIs.

“**You**” or “**Your**” means the entity, person, and/or persons that are accessing the UAT DriveWealth Platform.

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1. You shall maintain the security over the Access Keys and credentials to the UAT DriveWealth Platform. You may not share your Access Keys and/or credentials with any third party. You are responsible for the confidentiality of your Access Keys and are fully responsible for all activities conducted utilizing those Keys irrespective of whether such activities were conducted by you, your Affiliates, employees, contractors, agents, or a third-party. You must immediately contact DriveWealth if you believe the confidentiality of your Key(s) has been compromised.
  2. You shall not use the UAT DriveWealth Platform in such a manner that could damage or cause injury to DriveWealth and/or its Affiliates or reflect unfavorably on the reputation of DriveWealth and/or its Affiliates.
  3. You shall not use the UAT DriveWealth Platform in such a manner that compromises the security or performance of DriveWealth and/or its Affiliates’ systems or breaches any term of this Terms of Use.
  4. You agree to maintain the confidentiality of DriveWealth and its Affiliates’ Confidential Information and Intellectual Property in accordance with the terms of the Mutual Non-Disclosure Agreement executed by you and DriveWealth’s Affiliate, DriveWealth, LLC, which is incorporated by reference into this Agreement. You will not in any way try to or cause anyone else to try to recreate, reproduce, reverse engineer, or redistribute the DriveWealth Platform.
  5. You shall not include Personally Identifiable Information within the UAT DriveWealth Platform. All data input fields for purposes of testing within UAT testing should be random/anonymized and will not be treated as PII.
  6. DriveWealth may, in its sole discretion, suspend or revoke Your access to the UAT DriveWealth Platform if it suspects that Your use of the UAT environment is inconsistent with any of the conditions herein.
  7. You acknowledge and understand the following limitations of the UAT DriveWealth Platform:
    - 7.1. The UAT DriveWealth Platform is for testing only and no live trades take place in the UAT DriveWealth Platform;
    - 7.2. The UAT DriveWealth Platform is not designed for Production equivalent loads;
    - 7.3. The UAT DriveWealth Platform may not incorporate all Production features including, for example, corporate actions and dividends;
    - 7.4. Updates introduced to UAT DriveWealth Platform may temporarily impact the performance of the UAT DriveWealth Platform;
    - 7.5. DriveWealth is not responsible to You for any disruptions in the UAT DriveWealth Platform;
    - 7.6. The UAT DriveWealth Platform does not have the same data privacy and security protocols as the Production environment;



- 7.7. Priority is given to Production environment items prior to UAT DriveWealth Platform items by DriveWealth integration and support staff;
8. DriveWealth maintains the UAT DriveWealth Platform on a best-efforts basis. NEITHER DRIVEWEALTH NOR ITS AFFILIATES MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE UAT DRIVEWEALTH PLATFORM INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING PERFORMANCE, ACCURACY, ACCESSIBILITY, COMPLETENESS, TIMELINESS, ADEQUACY, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
  9. You are solely responsible for the development of Specifications, building and maintenance of its Front-End Application;
  10. Neither DriveWealth nor its Affiliates are responsible for the building, designing, maintenance, or service related to the Front-end Application;
  11. Neither DriveWealth nor its Affiliates make any representations as to the quality of any Front-end Application including any used by You.
  12. Access to the Production environment is entirely contingent on and subject to DriveWealth and/or its Affiliates' completion of necessary due diligence and successful completion of all necessary agreements including, but not limited to, a Carrying Agreement. Such access is given in DriveWealth's sole discretion and you agree to hold DriveWealth, its Affiliates, its and its Affiliates directors, employees, contractors, advisors, etc. harmless for its refusal to provide access to Production if DriveWealth determines not to approve due diligence and/or DriveWealth and You are unable to reach necessary agreements, which includes, but is not limited to, a Carrying Agreement.
  13. DriveWealth may make Updates to the UAT DriveWealth Platform at any time without specific notice to You. Updates to the UAT DriveWealth Platform may temporarily impact the performance of such environment. DriveWealth will not be responsible to You for any disruptions in the UAT DriveWealth Platform.
  14. You agree to indemnify and hold DriveWealth its Affiliates, its and its Affiliates' officers, directors, employees, agents harmless from and against any and all claims, demands, losses, liabilities, expenses (including legal fees) arising out of or in connection with: (i) your use of the UAT DriveWealth Platform and/or information obtained through your use of the UAT DriveWealth Platform; (ii) your breach or violation of the Terms of Use; and/or (iii) your violation of any rights belonging to a third party. You hereby represent and warrant that (i) you have all necessary authority to bind yourself and/or your entity to the Terms of Use; and (ii) your access is and will continue to be compliant with Applicable Law.
  15. DriveWealth may, in its sole discretion, modify, update, amend these Terms of Use from time to time. Any such amendments will be effective upon DriveWealth's delivery of such updated Terms of Use to you by any means DriveWealth determines is reasonable under the circumstances. Your continued access and/or use of the UAT DriveWealth Platform after such time confirms your consent to be bound by these Terms of Use, as amended.
  16. The English language version of this Terms of Use shall be controlling and binding in all respects. You may not assign any of the rights and/or obligations under these Terms of Use, by operation of law or otherwise, without the prior written consent of DriveWealth. Any attempted assignment in violation of such is void. Any delay by DriveWealth in enforcing its rights hereunder shall not constitute or be deemed a waiver of DriveWealth's rights to any future enforcement of its rights hereunder. If any provision of these Terms of Use are determined to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, such provision will be restated and enforced to the extent permissible and the remaining provisions of the Terms of Use will remain in full force and effect. This Terms of Use constitutes the entire agreement between you and DriveWealth with regard to the subject matter herein and supersedes all prior discussions, and agreements with regard to the Purpose.