**MARKETING SERVICES AGREEMENT**

This Marketing Services Agreement (the “Agreement”) betweenAccretive Capital LLC, a Delaware limited liability company d/b/a Benzinga (“**Benzinga**”) and Company (“**Company**” as defined in the IO) (each of Benzinga and Company, a “Party;” together, the “Parties”).

1. **Scope of Agreement.** This Agreement is intended to be the master agreement under which Company can request a variety of professional marketing services to be performed by Benzinga (the “Services”). Company and Benzinga may agree on such Services under one or more written Inducement Orders (“IOs”) signed by both Parties. Any IO between the Parties will be governed exclusively by the terms of this Agreement, whether or not this Agreement is specifically mentioned. To the extent there is any inconsistency between this Agreement and any IO, the IO will govern the performance of Services thereunder. Company and Benzinga may agree to produce content; all content will be subject to the terms and conditions of Exhibit A. Company and Benzinga may agree to host or sponsor events, which are subject to the terms and conditions of Exhibit B.
2. **Termination. Neither party shall terminate this Agreement or any IO issued in connection with this Agreement until it has completed the performance of all requirements on all IO’s issued in connection with this Agreement unless either (i) such termination is otherwise agreed to in writing by the other Party or (ii) the other Party has not cured a material breach of this Agreement within thirty (30) days of receiving written notice of the asserted breach. Notwithstanding the foregoing,** either Party may immediately terminate this Agreement or any IO if the other Party has appointed a trustee for the benefit of its creditors, becomes insolvent, bankrupt, or initiates a voluntary dissolution. Any disputed invoices will be addressed in accordance with Section 12. Absent the statement of a specific term in an IO for any Services to be performed by Benzinga; either party may cancel said IO upon thirty (30) days prior written notice.
3. **Independent Contractor.** Benzinga is an independent contractor and nothing in this Agreement or related to Benzinga’s performance under any IO will be construed to create an employee relationship between Company and Benzinga or any Benzinga consultant.
4. **Pricing and Payment Terms.**
	1. Services. Company will pay Benzinga for Services in accordance with the fees established in the relevant IO.
	2. Expenses. If provided in an IO, Company will reimburse Benzinga for actual expenses incurred by Benzinga in performing the Services. A summary of expenses (including, but not limited to, travel and mileage) sorted by significant category will be included in the invoice for the associated Services, but only to the extent that said expenses are approved by Company in writing in advance and incurred in accordance with Company’s expense reimbursement and travel policy guidelines.
	3. Payment Terms. Fees and expenses for all undisputed fees for Services will be periodically invoiced by Benzinga. Payment for all undisputed fees is due thirty (30) days from the receipt of invoice by Company. Company agrees to pay a late charge of one and one-half percent (1½%) per month or the maximum lawful rate, whichever is less, for all amounts not paid within thirty (30) days of the invoice date.
	4. Taxes. Amounts payable by Company hereunder do not include local, state, or federal sales, use, value-added, or other taxes based on the licenses and services provided under this Agreement or Company’s use thereof. Company will pay all such taxes as may be imposed upon Benzinga or Company, except income tax imposed on Benzinga by the United States of America or any state thereof. Company will be invoiced for, and Company will pay, such taxes if Benzinga is required to pay them on Company’s behalf.
	5. Failure To Pay. Company acknowledges that its failure to pay timely any of the fees payable hereunder, or any portion thereof, unless Company is disputing such fees in good faith and in accordance with this Agreement, will be a material breach of this Agreement for which Benzinga may, in addition to pursuing all other remedies, terminate both this Agreement and all licenses granted hereunder following Company’s failure to pay any undisputed fees within thirty (30) days of receipt of written notice from Benzinga asserting a material breach of this Agreement in accordance with Section 2 of this Agreement.
5. **Warranty and Acceptance of Deliverables.**
	1. Benzinga represents and warrants to Company that: (a) the Services, and its performance thereof, will comply with all applicable federal, state and local laws, requirements and regulations; (b) that the Services shall be performed and completed in a good and workmanlike manner consistent with industry standards for high-quality services; (c) that Benzinga and Benzinga’s employees, subcontractors and third-party resources have the requisite expertise and all rights, licenses, permits, and consents necessary to perform the Services hereunder; (d) that the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement to which Benzinga is a party or any applicable laws or regulations to which Benzinga is subject.

## Benzinga warrants that it shall perform such Services in a professional and workmanlike manner utilizing adequately trained personnel. For any breach of this warranty, Benzinga shall exercise commercially reasonable efforts to re-perform any non-conforming Services performed within the thirty (30) day period immediately preceding the date of Company’s written notice to Benzinga that reasonably states the reasons for the non-conformance of the Services.

## THE EXPRESS REMEDIES SET FORTH IN THIS SECTION WILL CONSTITUTE COMPANY’S EXCLUSIVE REMEDIES, AND BENZINGA’S SOLE OBLIGATION AND LIABILITY, FOR ANY CLAIM THAT THE SERVICES WERE PERFORMED IMPROPERLY.

# DISCLAIMERS

## BENZINGA DOES NOT WARRANT THAT THE SERVICES WILL MEET COMPANY’S REQUIREMENTS OR THAT ANY ERRORS WILL BE CORRECTED.

## EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 5, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES MADE BY BENZINGA, THE SERVICES ARE PROVIDED STRICTLY “AS IS,” AND BENZINGA MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY BENZINGA AND ARE EXCLUDED BY THE PARTIES.

# LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, SAVINGS, REVENUE, USE OR BUSINESS INTERRUPTION, THAT MAY ARISE IN CONNECTION WITH THIS AGREEMENT OR THE USE AND SUPPORT OF THE SERVICES, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED OR REMEDIES ARE SOUGHT IN CONTRACT OR TORT OR OTHERWISE, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL BENZINGA BE LIABLE FOR ANY DAMAGES BASED UPON THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES. UNDER NO CIRCUMSTANCES WILL BENZINGA’S AGGREGATE LIABILITY EXCEED THE GREATER OF (i) THE AMOUNT OF FEES PAID BY COMPANY UNDER THIS AGREEMENT, OR (ii) THE AMOUNT OF ANY APPLICABLE INSURANCE. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES SPECIFIED HEREIN.

# Basis of Bargain. Company acknowledges and agrees that the fees charged by Benzinga in this Agreement reflect an allocation of risk between the Parties, including but not limited to the limitation of liability and exclusive remedies described in this Agreement. A modification of the allocation of risks set forth in this Agreement would affect the fees charged by BENZINGA and, in consideration of such fees, Company agrees to such allocation of risk.

# Confidential Information.

## In the course of providing the Services, either Party (a “Disclosing Party”) may provide some aspects of its Confidential Information to the other Party (a “Receiving Party”). For purposes of the Agreement, “Confidential Information” will mean written, confidential and proprietary information of a Disclosing Party that is not available in the public domain. A Receiving Party agrees that it will not disclose Confidential Information to any third party and will use the Confidential Information only in connection with the Services. All Disclosing Party Confidential Information will remain the property of the Disclosing Party. For purposes of the Agreement, software, documentation, other materials, or tools used by Benzinga in the performance of the Services, including Benzinga Intellectual Property (as defined in Section 10) will be considered Benzinga’s Confidential Information. The Receiving Party will not reproduce any Disclosing Party Confidential Information without the consent of the Disclosing Party, and the Receiving Party will return all Confidential Information at the earlier of the termination of the Agreement or upon the request of the Disclosing Party. Confidential Information will not include information that is (i) previously and independently known to or developed by a Receiving Party; (ii) acquired by a Receiving Party without continuing restriction or use; (iii) becomes or is publicly available through no breach by a Receiving Party under this Agreement. The foregoing obligation regarding Confidential Information will survive the termination or expiration of this Agreement.

## The Receiving Party agrees and acknowledges that Confidential Information of the Disclosing Party is entrusted to it in confidence, and the reputation and success of the Disclosing Party depends on maintaining and safeguarding the secrecy of its Confidential Information. Accordingly, the Receiving Party agrees that during the term of this Agreement and at any time thereafter, it (a) will use the same level of care to protect the confidentiality of the Disclosing Party’s Confidential Information as it does to protect its own Confidential Information, but in no event less than a reasonable degree of care, (b) will not use any Confidential Information of the Disclosing Party except to fulfill its obligations under this Agreement, (c) will not, and will not permit others to, disclose, duplicate, transfer, sell, lease, or otherwise make any Confidential Information of the Disclosing Party available to others without the prior written consent of the Disclosing Party, and (d) will not remove, or permit to be removed, any notice indicating the confidential nature of, or the proprietary rights of the Disclosing Party in, the Disclosing Party’s Confidential Information.

## Proprietary Rights.

## The Parties acknowledge and agree that Benzinga will use preexisting systems, copyrighted materials, proprietary computer software, methodology, techniques, software databases, tools, algorithms, materials, products, ideas, skills, designs, know-how, or other intellectual property owned by Benzinga or its agents (the “Benzinga Intellectual Property”) in the performance of the Services. Company agrees that any and all proprietary rights to the Benzinga Intellectual Property, as it existed as of the date hereof and as it may be modified in the course of providing the Services, including but not limited to, patent, copyright, trademark, and trade secret rights, to the extent they are available, are the sole and exclusive property of Benzinga, free from any claim or retention of rights thereto on the part of Company.

## Company will not copy, use, modify or distribute any Benzinga Intellectual Property except as expressly licensed in an IO. Company will not cause or permit the modification, distribution, reverse engineering, decompilation, disassembly or other translation of the Benzinga Intellectual Property. During the term of this Agreement, Company will not alter, change or remove from the Benzinga Intellectual Property any identification, including copyright and trademark notices, and further agrees to place all such markings on any copies thereof.

## Any Content created by or for the Parties pursuant to the Agreement, and any current or subsequent IOs, will be subject to the terms and conditions of Exhibit A.

## Any other intellectual property rights relating to the Services or products created as a result of the Services will be as described in the applicable IO.

# Indemnification. Company agrees to indemnify, defend, and hold harmless Benzinga, from and against all damages and expenses (including, without limitation, attorney’s fees) arising out of or in connection with any third-party claim, suit, action, or proceeding (each, a “Third-party Claim”) relating to any (a) breach by Company of this Agreement or any representation or warranty herein; or (b) any Third-Party Claim of infringement, dilution, or other violation of any intellectual property rights relating to the manufacture, promotion, advertising, distribution, of any Content as defined in Exhibit A.

# Non-solicitation. Company agrees that, during the term of this Agreement and for twelve (12) months thereafter (the "Restricted Period"), it will not directly or indirectly solicit for employment, hire, offer to hire, enter into a business relationship with or induce to discontinue their relationship with Benzinga, any person who is or was an officer, employee or contractor of Benzinga during the Restricted Period without Benzinga’s prior written approval.

# Dispute Resolution. In the event of any controversy or claim arising from or related to this Agreement, its performance or its interpretation, Benzinga and Company will, in good faith, attempt to resolve the dispute within a reasonable period among themselves. Failing such attempt, any controversy or claim arising out of or relating to this Agreement, or the breach thereof will be settled by arbitration in Southfield, Michigan administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Neither Party will be obligated under this Section for breaches of Sections 9, 10, or 11 hereof or for any other breach as to which injunctive relief is sought.

# General.

## Notice. All notices under this Agreement, including notices of address change, will be in writing and will be deemed to have been given when sent by (i) registered mail, return receipt requested, or (ii) a nationally recognized overnight delivery service (such as Federal Express), to the appropriate Party at the relevant address listed below, or to a Party’s address as changed in accord with this Section 13.1, or (iii) electronic mail.

## Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government, the validity of the remaining portions or provisions will remain in full force and effect.

## Governing Law. This Agreement, and all matters arising under or related hereto, will be governed according to the laws of the State of Michigan, without respect to its conflict of law principles. Benzinga hereby consents to jurisdiction of the courts Michigan in connection with any action or proceeding instituted relating to this agreement.

## Waiver. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

## Assignment. Company may not assign, by operation of law or otherwise, this Agreement or any right or duty arising hereunder to a third party without Benzinga’s prior written consent which will not be unreasonably withheld. Any purported assignment in violation of this Section will be void. Benzinga may assign this Agreement and its rights and obligations hereunder in its sole discretion.

## No Third-Party Beneficiaries. This Agreement is an agreement between the Parties and confers no rights upon any of the Parties’ employees, agents, or contractors or upon any other person or entity.

## Construction

### All references in this Agreement to “Articles,” “Sections,” and “Exhibits” refer to the articles, sections, and exhibits of this Agreement.

### As used in this Agreement, neutral pronouns and any variations thereof will be deemed to include the feminine and masculine and all terms used in the singular will be deemed to include the plural, and vice versa, as the context may require.

### The words “hereof,” “herein,” and “hereunder,” and other words of similar import refer to this Agreement as a whole, as the same may from time to time be amended or supplemented, and not to any subdivision contained in this Agreement.

### The word “including” when used herein is not intended to be exclusive and means “including, but not limited to.”

### Each of the Parties and their counsel have carefully reviewed this Agreement, and, accordingly, no rule of construction to the effect that any ambiguities in this Agreement are to be construed against the drafting party will apply in the interpretation of this Agreement.

### The article and section headings and titles appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement or the interpretation hereof.

## Testimonials. Company will, at the request of Benzinga, provide one testimonial per calendar year that Benzinga may use publicly without restriction.

## Force Majeure. Except with regard to any obligation to pay money hereunder, neither Party hereto will be held responsible for any delay or failure in performance hereunder caused in whole or in part by fire, strike, flood, embargo, labor dispute, delay or failure of any subcontract, act of sabotage, riot, accident, delay of carrier or supplier, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any act or omission or other cause beyond such Party’s control. If any such contingency does occur, the time to perform an obligation under this Agreement affected thereby will be deemed extended by the length of time such contingency continues.

## Entire Agreement. This Agreement, together with the IOs, which are hereby incorporated herein by this reference, contains all the agreements, representations, and understandings of the Parties and supersedes any previous understandings, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party that expressly states the sections of this Agreement to be modified; no other act, usage, or custom will be deemed to amend or modify this Agreement. Company may, for purposes of administrative convenience, use Company’s standard form of purchase order to order Services. The Parties understand and agree that any terms or conditions on any such purchase order in any way different from or in addition to the terms and conditions of this Agreement will have no effect whatsoever and Benzinga hereby rejects all such terms and conditions unless any such terms are included in a written amendment to this Agreement.

**EXHIBIT A**

**SPONSORED CONTENT, CONTRIBUTED CONTENT,**

**VIDEO CONTENT, & AFFILIATE CONTENT ADDENDUM**

1. **Created Content**
	1. Company has contracted with Benzinga for the publication or distribution of Content as described in an Insertion Order (“IO”). All terms and conditions of this Agreement shall apply to every publication and/or distribution of Content on Company’s behalf. No terms of an IO or other communication from Company that contradict or are inconsistent with the terms and conditions of this Agreement shall be binding on Benzinga, unless in writing and signed by both parties.
	2. The Parties shall work collaboratively and consult with the other regularly regarding the production of the Content, including any talent appearing within the Content and shall engage in an ongoing exchange of feedback (including, but not limited to) notes from Company’s editorial or marketing teams. Company shall have a right of creative approval (such approval not to be unreasonably withheld or delayed) at regular stages during the production. Benzinga shall have control over decisions pertaining to all other aspects of Content production, but Company shall have final approval of the Content.
	3. **Types of Content**
		1. **Sponsored Content.** Sponsored Content (“Sponsored Content”) is defined as content written by Benzinga in collaboration with the Company. Sponsored Content includes a 400–600-word article with a maximum of two (2) direct links (or affiliate links) pointing to the landing page of Company’s choice. The content of the article will be discussed between the client and content manager during Project kickoff meeting. This content cannot be overly self-promotional, contain any investment advice, direct users to buy a stock, contain competitor links, or penny stocks. Content should be interesting, educational, news-worthy. If there are images connected to the content, Company must have the right to use the image. Sponsored Content must be published with an Advertiser Disclosure.
		2. **Contributed Content.** Contributed Content (“Contributed Content”) is defined as unique content written externally by the Company and published by Benzinga. Company agrees to a four (4) article minimum for Benzinga to distribute the Contributed Content. Benzinga cannot republish any content available on another domain unless the Company owns the right to the content and gets prior approval. This content cannot be overly self-promotional, contain any investment advice, direct users to buy a stock, or contain competitor links. Content should be interesting, educational, news-worthy. Content must be original and created by Company. If there are images connected to the content, Company must have the right to use the image. Contributed Content must be published with an Advertiser Disclosure.
		3. **Video Content.** Video Content (“Video Content”) Video Production is defined as video content created and produced by Benzinga's team, with creative guidance and direction from the Company. Video Production includes short-form content pieces built to be informative, newsworthy, or educational. Video content shall not be subject to more than (3) revisions upon creation of initial content. The content direction and outline will be discussed and determined during Benzinga's kickoff call with the Company. The content cannot be overly self-promotional, contain any investment advice, direct users to buy a stock, contain competitor links, or penny stocks. The Company will have all rights to finished video content; access to raw footage is not included. If Company provides any images or videos, Company must have rights to use such images or videos.
		4. **Affiliate Content.** Affiliate Content (“Affiliate Content”) is defined as Search Engine Optimization (“SEO”) generated content. The content typically operates on a cost per lead (“CPL”), cost per click (“CPC”), cost per acquisition (“CPA”), or cost per funded account (“CPFA”).
		5. **Advertising.** Advertising (“Advertising”) is defined as placement of Company logos, messaging, and additional collateral on Benzinga.com and Benzinga digital properties. Advertising typically operates on a cost-per-thousand impression (“CPM”) basis.
		6. **Email Sends.** Email Sends (“Email Sends”) are defined as the distribution of Company provided HTML messaging, imagery, and promotional content to the Benzinga opt-in email list, whether in whole or part. Company email content and designs are subject to approval by Benzinga prior to sending. Benzinga will provide appropriate metrics reporting. Company will be included as a recipient and clearly identified in accordance with the CAN-SPAM Act of 2003. Company shall not receive any contact information of Benzinga users.
2. **Benzinga Representations and Warranties; Compliance with Laws.** Benzinga represents and warrants to Company that:
	1. it is the owner of the necessary rights in the Content (except for materials provided by or on behalf of Company or in the public domain), or has an irrevocable, exclusive license to grant the licenses granted herein;
		1. it is the owner of the necessary rights in the Content (except for materials provided by or on behalf of Company or in the public domain), or has an irrevocable, exclusive license to grant the licenses granted herein;
		2. use of the Content in accordance with this Agreement will not, to the best of Benzinga’s knowledge and belief, infringe any right of any third parties and in producing the Content, Benzinga has complied with all relevant laws and regulations;
		3. to the best of Benzinga’s knowledge and belief, the Content is not and will not be obscene, defamatory, contain any libelous statements or be illegal in any way;
		4. Benzinga shall, prior to delivery of the Content, have obtained all necessary rights and such third party consents as may be required for and in connection with the creation and exploitation of the Content or the incorporation of any artistic, literary, dramatic, musical or other works or performances in the Content including, any consents that may be required under applicable law, and shall provide evidence of the same to Company on request;
		5. Benzinga shall, prior to delivery of the Content, have obtained a waiver of any and all moral rights of authors and performers in the Content from all persons contributing to, featuring in, or otherwise connected with the production of the Content; and
		6. Benzinga has paid or will pay, in accordance with the Agreement, all Residuals and all necessary royalties or other payments to writers, artists, producers, performers, directors, unions, collecting societies, and any other contributors or third parties related to the exploitation or other use of the Content under this Agreement and shall ensure that such payments represent the entire consideration for the use of the Content by Benzinga and the exploitation of the rights granted to Company under this Agreement, including: (a) equitable remuneration in respect of the grant of all reproduction, distribution and rental and lending rights; (b) all mechanical (reproduction and distribution) royalties payable to owners of or contributors to any musical compositions or sound recordings used in the Content; and (c) any other necessary royalties, fees and/or sums payable with respect to the Content.
		7. Benzinga also represents and warrants, covenants, and agrees that (a) all Content will comply with all data privacy laws and regulations.
	2. Mutual. Each Party represents and warrants to the other Party that: (a) such Party has the full right, power and authority to enter into this Agreement and to perform the acts required hereunder; (b) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound; and (c) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
	3. Disclaimer. Each Party acknowledges that the other Party makes no representations, warranties or agreements related to the subject matter hereof which are not expressly provided for in this Agreement.
3. **Project Process**
	1. The initial scope of services provided by Benzinga for Company (the “Project”) will be set forth in IO. The “Deliverables” for the Project are outlined in the IO. Project will proceed on the schedule set forth in IO; any modifications will be agreed upon by Benzinga and Company in writing and signed by both Parties. Except as provided in IO, post-production services for each Project include two (2) intermittent rounds of reasonable revisions (in number and scope) and one (1) final review. Any other revisions, additions, or alterations that modify the initial scope of Project as set forth in the IO will be considered out of scope services (“Additional Services”), including but not limited to changes in the extent of work, any changes made after approval has been given for a specific date, and changes to timeline set forth in IO, including any request to accelerate or any Company delays. Additional Services will be subject to additional fees and payment terms as determined by Benzinga in its sole and absolute discretion. Benzinga will promptly inform Company in writing if any of Company’s proposed changes, requests or delays would constitute Additional Services and the additional fees associated therewith. Company will be responsible for the additional cost of such service if Company directs Benzinga to proceed with the Additional Services.
		1. Submission of Content to Benzinga does not constitute a commitment by Benzinga to publish or distribute the Content.Benzinga accepts Content only by publishing or distributing such Content.
		2. Failure of Company to meet deadlines may result in additional charges and changes in publication or distribution dates.
		3. Company shall be responsible for timely providing to Benzinga all materials necessary for Content production and dissemination, including all necessary artwork and/or digital files, the timing and formats of which may be more specifically set forth in the IO. In the event that all necessary materials are not received in time for the scheduled run date, and unless otherwise explicitly instructed by Company, Benzinga may, at its sole discretion, use artwork or other materials from previous Content, if applicable. Benzinga will not be responsible for Content that is not properly formatted or displayed or that cannot be accessed or viewed because it was not received by Benzinga in the proper form, in a timely manner, or in an acceptable technical quality for mobile or online publication.
		4. Content that does not conform to the IO may result in a higher price.
		5. Benzinga prohibits, and may postpone, cancel or otherwise return, any Content that violates its advertising standards, including but not limited to advertising that violates applicable laws, promotes pornography, illegal goods, illegal drugs, illegal drug paraphernalia, pirated computer programs, and instructions on how to assemble or otherwise make bombs, grenades or other weapons.
		6. Benzinga reserves the right to revise, reclassify, edit or reject any Content or any portion thereof at any time. Benzinga at all times reserves the right to refuse to publish any Content for any reason and regardless of whether Benzinga previously accepted any such Content.
		7. Benzinga reserves the right to alter any Content in order for the material to conform to Benzinga’s current mechanical or technical specifications.
4. **Intellectual Property**
	1. **Company Elements.** Company represents and warrants that any text, graphics, sound, video, photos, designs, copyrighted materials, trademarks, service marks, or other artwork or materials (each, an “Element”) furnished to Benzinga for inclusion in the Deliverables are owned or licensed by the Company and Company hereby conveys any and all rights necessary for Benzinga to incorporate any such Element in any Deliverables. Company shall provide Benzinga with copies of any and all such documentation evidencing the foregoing rights upon Benzinga’s reasonable request.
	2. **Ownership of Deliverables; Exclusions.** Company shall own all Intellectual Property Rights in and to the Content including, without limitation, the Background Material. To the extent that title to any Content may not, by operation of law, vest in Company, Benzinga on behalf of itself and talent, if applicable, hereby irrevocably assigns to Company all right, title, and interest in and to any Content. Benzinga agrees to give Company and any person designated by Company such reasonable assistance, at Company’s request and expense, as is required to perfect, secure and protect Company’s rights set forth in this Section and the Agreement. Company grants Benzinga an irrevocable license to use any content created on behalf of the Company.
	3. **Promotional Use.** Benzinga agrees to assign to Company all of its right’ title and interest in and to the Deliverables and in any materials created by Benzinga or its subcontractors solely for the Project that are not incorporated into the Deliverables, including but not limited to individual components or elements incorporated in the deliverables or created for the Project (“Source Files”) or rejected materials or elements (such as rejected designs, documentation, illustrations, photos, and audio/verbal scripts, or preliminary concepts) (“Rejected Materials”). Upon request, Benzinga will deliver to Company any Source Files or Rejected Materials. Company acknowledges that stock video created by Benzinga for the Project (“Stock Footage”) may be subject to third-party licenses restricting the use of Stock Footage other than in connection with the Deliverables and/or requiring additional fees payable to such third parties.
5. **Licenses.**
	1. Benzinga shall obtain all assignments, necessary clearances, necessary licenses, and necessary consents required from all people who have contributed to and/or whose performances are embodied in the Content, including all music synchronization clearances and any other clearances required in respect of all musical works, sound recordings, and performances embodied in the Content for perpetual, worldwide distribution of the Content in all media now known or hereinafter developed.
	2. Each party hereby grants the other party a non-exclusive royalty-free license to use, distribute, reproduce, display, perform, store, and promote the Content. Notwithstanding anything to the contrary in this Agreement, each Party will submit to the other Party, for its prior written approval, any press release or other public statement (a “Press Release”) regarding the transactions contemplated hereunder.
6. **Adjacency Guidelines.** Company’s Contents shall not be placed adjacent to content that promotes pornography, violence, or the use of firearms, or contains obscene language or politically sensitive issues (“Adjacency Guidelines”). Benzinga shall use commercially reasonable efforts to comply with the Adjacency Guidelines with respect to the Contents. Should Contents appear in violation of the Adjacency Guidelines, Company is entitled to request in writing that Benzinga removes the Contents and not bill Company for such Contents. After Company notifies Benzinga that specific Contents are appearing in violation of the Adjacency Guidelines, Benzinga shall make commercially reasonable efforts to correct such violation within 1 hour. If such correction materially and adversely impacts the IO, Benzinga shall negotiate in good faith mutually agreed changes to such IO to address such impacts.”
7. **Digital Third Party Content Serving and Tracking.** Benzinga will track delivery of impressions on its websites through its ad server and, provided that Benzinga has approved in writing a Third Party Ad Server to run on its properties, Company will track delivery through such Third Party Ad Server. Company may not substitute the specified Third Party Ad Server without Benzinga’s prior written consent. If the difference between Benzinga’s measurement and the Third Party Ad Server measurement exceeds 10% over the Invoice period and the Third Party Ad Server measurement is lower, the parties will facilitate a reconciliation effort between Benzinga and Third Party Ad Server measurements. If the discrepancy cannot be resolved and a good faith effort to facilitate the reconciliation has been made, the Company reserves the right to either: (a) consider the discrepancy an under-delivery and Company and Benzinga will use commercially reasonable efforts to agree upon the conditions of a makegood flight; and delivery of any makegood will be measured by the Third Party Ad Server, or (b) pay the Invoice based on the Third Party Ad Server measurement, plus a 10% upward adjustment to delivery. If the discrepancy exceeds 20%, the Company reserves the right to either: (x) consider the discrepancy an under-delivery and Company and Benzinga will use commercially reasonable efforts to agree upon the conditions of a makegood flight; and delivery of any makegood will be measured by the Third Party Ad Server, or (y) pay the Invoice based on the average of the Third Party Ad Server measurement and Benzinga’s measurement.
8. **Liability for Errors/Omissions/Cancellations.**
	1. It is Company’s responsibility to check for errors in its Content before and after publication or distribution. Company shall check the first appearance of Content for correction and Benzinga shall be liable for only one incorrect publication or distribution. Benzinga shall not be liable for any error if, at Benzinga’s option, Benzinga subsequently publishes corrected Content. Benzinga’s liability for any error shall not exceed the cost of space occupied by the error.
	2. Benzinga is not responsible for errors on copy received after deadline. Benzinga assumes no financial responsibility for typographical errors or omission of Content.
	3. Benzinga is not responsible for errors involving IO’s, cancellations or corrections given orally. Company may be subject to a cancellation charge when such cancellation results in production delays.
9. **Company Represented by Agency.**
	1. Any obligation of Company pursuant to this Agreement may be satisfied by an advertising agency duly appointed by Company to act on Company’s behalf (the “Agency”) and shall be deemed to be an obligation of Company and the Agency. Additionally, any right of Company pursuant to this Agreement may be exercised by the Agency, and shall be deemed to be a right of Company and the Agency. Collectively, the Company and Agency will be referred to as “Company.” Each shall be jointly and severally liable for the obligations of the other.
	2. Agency’s representative represents and warrants that they have all necessary authority to enter into this Agreement on behalf of Agency. Agency represents and warrants that it has all necessary authority to enter into this Agreement on behalf of Company.
	3. Agency shall be liable for payment for all Content placed and invoiced by Benzinga in which Agency places Content, regardless of any contrary language in any past, contemporaneous or future writing, regardless of whether it receives payment from Company, and regardless of whether the identity of the Agency’s client is known to Benzinga. Agency will make available to Benzinga upon request written confirmation of the relationship between Agency and Company and of Agency’s authorization to act on Company’s behalf in connection with this Agreement. In addition, upon the request of Publisher, Agency will confirm whether Company has paid to Agency in advance funds sufficient to make payments pursuant to the Order.

**EXHIBIT B**

**EVENTS TERMS AND CONDITIONS**

These Standard Terms and Conditions are incorporated into and constitute a material part of the Marketing Services Agreement (the “Agreement”) between Accretive Capital LLC, a Delaware limited liability company d/b/a Benzinga (“Benzinga”) and the Company identified on the signature page of the Agreement. Benzinga and Company agree as follows (collectively the “Parties”):

1. **Sponsorship Benefits Events.** (a) For each event (“Event”) indicated on the Insertion Order, Company will be entitled to the benefits described on the Insertion Order under the Sponsorship Benefits Package selected by Sponsor for each Event (the “Sponsorship Benefits”). (b) Company’s attendees at any Event will comply with all policies, procedures, and requirements of Benzinga and any applicable service or facilities providers. (c) Benzinga’s obligations under this Agreement are conditioned upon Company’s timely payment of Sponsorship Fees due hereunder. All Sponsorship Benefits are subject to applicable laws, rules and regulations, including any rules or requirements of any location or venue in which an Event takes place. (d) Details, manner and form of delivery, and display of the Sponsorship Benefits, including without limitation placement of Company branding at the Event or on invitations and timing of activities, will be at Benzinga’s sole discretion.
2. **Company Deliverables.** Company will provide its logo in Web-ready format (JPG/PNG), and print-ready format (PDF/EPS/TIF) to Benzinga at least thirty (30) days prior to the date of the first sponsored Event or as soon as reasonably possible if the event is less than thirty (30) days from the upcoming Event. If Company changes its logo after it has provided the logo to Benzinga, it will promptly notify Benzinga of such change and Benzinga will use the new logo for any future Events, provided that such notice is given at least fifteen (15) days before the upcoming Event. If such notice is given less than fifteen (15) days before an upcoming Event, then Benzinga will use reasonable efforts to use the new logo, provided that it is practical to do so.
3. **Trademarks/Ownership.** Benzinga will have the right to use Company’s name, logos and other trademarks and service marks solely in the form provided by Company to Benzinga (collectively the “Company Trademarks”) in connection with providing the Sponsorship Benefits. All use by Benzinga of Company’s Trademarks will inure solely to the benefit of the Company.
4. **Conference Directory/Sponsor Registration.** Only the name of Company that appears on this contract may utilize the contracted Event space, and only that name will appear in the conference directory listings and on the Sponsor’s conference registration badges. It is further agreed that the Company shall not assign, share or sublet any part of its Event space without the express prior written consent of Benzinga.
5. **Food and Beverage Service.** Benzinga and their designated vendors have the exclusive rights to all food and beverage sales at the Event. Food and beverage consumed, prepared, or distributed, including food or beverage items used for promotional purposes, must be purchased through Benzinga or its designated vendors.
6. **Payment**: (a) Company will pay to Benzinga the Sponsorship Fees set forth on the Insertion Order. All Sponsorship Fees are due and payable pursuant to the IO and MUST be paid in full before the event. (b) If Sponsorship Fees are not paid within ten (10) business days of the event, any Sponsorship Fees not paid will be subject to a late fee of one and one-half percent (1.5%) per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date when due until the date paid. Benzinga may accept any check or payment in any amount without prejudice to its right to recover the balance of the amount due or pursue any other right or remedy and endorsements or statements on any form of payment will have no effect.