

XE CURRENCY CONVERTER LICENSE AGREEMENT

This License Agreement (the "Agreement") is a legal agreement between you ("You" or "Your") and XE Corporation INC. ("XE") and sets forth the terms and conditions by which XE will make the XE Currency Converter (defined below) available in order to electronically provide You and Your End Users (defined below) with use of and access to the XE Data (defined below). **This agreement was last updated on August 15, 2018.**

For the purposes of this Agreement, the "XE Data" shall consist of: (i) all currency data and information feeds, media, software, documentation, printed materials, and/or electronic documentation made available or supplied by XE or its licensees and (ii) certain other software, data, and/or documents supplied by XE or its licensees to facilitate use of such data. "XE Currency Converter" means XE's service or application programming interface that allows You and other authorized licensees to access and retrieve XE Data. "Shopify Store" means a single Shopify website (test websites that are not live to users outside of Your organization are not included) used by You to conduct e-commerce business or other online sales practices. This "Agreement" includes all amendments, addendums, and revisions to the terms herein in effect between You and XE from time to time.

By installing the XE Currency Converter on Your Shopify Store and/or accessing or otherwise using the XE Currency Converter, You acknowledge that: (i) You have read all of the terms and conditions of this Agreement; (ii) agree to be bound by the terms and conditions of this Agreement; (iii) XE may amend this Agreement at any time by posting a revised version on the listing platform. The revised version will be effective at the time it is posted. If XE changes the Agreement in a way that reduces Your rights or increases your responsibilities, XE will provide you with 30 days' prior notice by email; and, (iv) You have the power and authority to enter into this Agreement. If You do not acknowledge the above, You may not access or use the XE Currency Converter. If You are dissatisfied with the terms, conditions, rules, policies, guidelines, or practices of XE, this Agreement, or XE's "Terms of Use", Your sole and exclusive remedy is to discontinue accessing or otherwise using the XE Currency Converter.

ARTICLE 1 - SCOPE OF LICENSE

1.1 Grant of License. XE hereby grants to You, a non-transferable, non-exclusive, revocable limited right and license for the term of this Agreement to access the XE Currency Converter and use the XE Data strictly for the limited purposes, and under the terms and conditions, as are set forth in this Agreement (the "XE Currency Converter License").

1.2 Scope of the XE Currency Converter License. Subject to Your compliance with the terms of this Agreement (including the restrictions set out in Article 2), You are hereby permitted to receive, process, and display the XE Data in Your Shopify Store to individual end-users of Your Application (collectively, the "End Users"), provided (i) such End Users use the XE Data in Your Application strictly for their own personal use, and (ii) You do not permit Your End Users to store, distribute, or otherwise exploit the XE Data for any other purposes **For clarity, and without limiting the foregoing, You are permitted solely to use the XE Data in Your Shopify Store for reference by Your End Users. Except as expressly provided herein, under no circumstances whatsoever may You transfer or permit the transfer of XE Data outside of Your Application.**

ARTICLE 2 - USE OF LICENSE

2.1 Restrictions. You shall not (except as is specifically authorized pursuant to this Agreement): (i) reproduce, copy, modify, distribute, market, display, transfer, sublicense, assign, prepare derivative work(s) or adaptation(s) based on, sell, exchange, barter or transfer, rent, lease, loan, time-share, resell, or in any other manner exploit the XE Data or the XE Currency Converter; (ii) make access to the XE Data XE Currency Converter available to unauthorized parties, or otherwise post or distribute the XE Data in any public forum including, but not limited to, print, newsletters, radio, television, or internet; (iii) remove, obscure, or alter any required notice or any notice of XE's intellectual property rights present on or in the XE Data or the XE Currency Converter including, but not limited to, copyright, trademark, and/or patent notices; (iv) disassemble, translate, reverse engineer or otherwise decompile the XE Data or the XE Currency Converter; (v) knowingly cause or permit anything that will impair, jeopardize, violate, or infringe the intellectual property rights of XE in the XE Data or the XE Currency Converter; (vi) directly or indirectly dispute or contest the ownership, validity, or enforceability of the intellectual property rights of XE in the XE Data or the XE Currency Converter, or assist any party to do so; (vii) use or permit use of any XE Data for the purposes of trading securities by professional traders; (viii) through Your use of the XE Data or the XE Currency Converter, knowingly cause or permit anything that You know or ought to know will prejudice or hamper the reputation or goodwill of XE; (ix) claim, use, or apply to register, record, or file any trade mark, trade name, copyright, or design that is identical or confusingly similar to XE's trademarks, or assist any other party to do so; (x) use, store, or access any XE Data, or the XE Currency Converter after the termination of this Agreement other than as provided in Section 3.5; (xi) use or

permit others to use, market, distribute, or export XE Data, or the XE Currency Converter; or, (xii) use XE Data or the XE Currency Converter in any manner or for any purpose that violates any law, regulation or right of any person.

2.2 Your Responsibility to Safeguard. You shall use Your best efforts and take all necessary steps to safeguard the XE Data to ensure that no unauthorized reproduction, publication, disclosure, modification, distribution, or other use of any XE Data is made in whole or in part. To the extent that You become aware of any such unauthorized use of the XE Data, You shall immediately notify XE by e-mailing "legal@xe.com".

2.3 Misuse of the Licensed Product. In the event that You or any End Users use XE Data or the XE Currency Converter in violation of this Agreement or the End User Terms of Use, as applicable, XE shall have the option of electing liquidated damages, which shall include all profits generated by Your or the End Users' such use plus interest computed at the maximum rate permitted by law and all legal fees and other expenses incurred by XE in enforcing its rights plus penalties.

ARTICLE 3 - TERMINATION

3.1 XE's Right of Termination. XE may at any time, without prejudice to its other rights or remedies, immediately terminate this Agreement and/or suspend access to the XE Currency Converter in the event that You and/or any End Users fail to comply with any of the terms and conditions of this Agreement or the End User Terms of Use, and do not cure such a breach within five (5) business days after notification by XE. Notwithstanding the foregoing, XE may immediately terminate this Agreement and You shall have no opportunity to cure in the event such failure is the result of the gross negligence or willful misconduct of You and/or any End Users.

3.2 Your Right of Termination. You may terminate this Agreement at any time by uninstalling the XE Currency Converter from your Shopify Store and You shall not be entitled to a refund of any license fees already paid to XE.

3.3 Termination Upon Assignment. In addition to the rights set out in Section 3.1, XE may immediately terminate this Agreement, without notice, should You assign any of Your rights hereunder without XE's prior written consent (which shall not be unreasonably withheld).

ARTICLE 4 - SERVICES AND DATA

4.1 Services May Be Inaccessible Or Inoperable. You hereby acknowledge that from time to time, the XE Currency Converter may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment (hardware) malfunctions; (ii) software malfunctions; (iii) periodic maintenance procedures or repairs which XE may undertake from time to time; and/or, (iv) causes beyond the reasonable control of XE and/or not reasonably foreseeable by XE.

4.2 Right to Change Content or Format. You acknowledge that XE may from time to time, and in its sole discretion, update or change the content or format of the XE Data or the XE Currency Converter. XE shall strive to provide reasonable advance notification of such changes; however, from time to time sudden changes in currency names, codes, and/or values occur in financial markets, and since XE strives to accurately reflect these changes, significant advance notice is not always possible. You may be required to use the most recent version of the XE Currency Converter in order to ensure functionality of Your Application with the XE Data.

ARTICLE 5 - PROPRIETARY RIGHTS

5.1 Consent to Collection, Use, Retention, and Disclosure of Information. In the course of providing the XE Currency Converter for Shopify, XE collects information, including standard information of the type normally exchanged when accessing any web site or web service. This information pertains only to the access of the XE Currency Converter, and is no different in nature to the information available to any Internet webserver during the course of fulfilling a standard web request. Please read XE's privacy policy located at "<http://www.xe.com/privacy.php>". By agreeing to the terms of this Agreement, You are expressly consenting to XE's collection, use, retention, and disclosure of information as set out in its privacy policy.

ARTICLE 6 - DISCLAIMER OF WARRANTIES AND LIABILITIES

6.1 No Responsibility. XE does not assume any responsibility with respect to Your or any End Users' use of the XE Data or the XE Currency Converter.

6.2 IMPORTANT DISCLAIMER. The XE Currency Converter and XE Data are provided "as is" and "as available", without any warranty of any kind and XE, its affiliates, agents and/or suppliers, officers, directors, and employees expressly disclaim any and all warranties, whether expressed or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non-infringement

of the rights of third parties. In no event shall XE be liable for indirect, special, punitive, or consequential damages including, but not limited to, lost profits, lost data, or otherwise. In no event shall XE, any of its affiliates, or any of their data providers involved in supplying, developing, operating, or managing the XE Currency Converter, be liable for indirect, special, punitive, or consequential damages including, but not limited to, lost profits, lost data, or otherwise.

6.3 IMPORTANT DISCLAIMER. You acknowledge that XE is not, and is not affiliated with, a financial institution or financial data feed provider, but obtains its financial data (including, but not limited to, the XE Data) from a variety of sources. You further acknowledge that financial data often differs between financial institutions and between geographic jurisdictions (particularly for non-major and/or exotic currencies) and accordingly may vary from that provided by XE pursuant to this agreement. Although XE has used its commercially reasonable efforts to obtain the most accurate and timely financial data available from the aforementioned sources, XE makes no representations or warranties as to accuracy, authenticity, timeliness, reliability, appropriateness, correct sequencing or completeness of the XE Data or the XE Currency Converter. You acknowledge that no part of the XE Data constitutes advice regarding financial, investment, legal, or tax issues, and that You and all End Users should seek independent professional advice before making any decisions regarding such issues.

6.4 IMPORTANT DISCLAIMER. XE does not represent or warrant that the XE Currency Converter, or access to the XE Currency Converter, will be uninterrupted or error-free or that errors in the XE Currency Converter and/or XE Data will be corrected.

6.5 IMPORTANT DISCLAIMER. In no event shall XE, any of its affiliates, or any of their data providers involved in supplying, developing, operating, or managing the XE Currency Converter be liable to You or to any End Users in any manner whatsoever for any interruptions, delays, the unavailability or inoperability, inaccuracies, errors, or omissions, regardless of cause, in the XE Currency Converter and/or the XE Data or for any losses, damages, liabilities or expenses resulting therefrom regardless of cause, even if XE knew or should have known of the possibility of or could have prevented such damages.

6.6 Fairness and Reasonableness of Limitation on Liability. You represent and warrant that the limitations of liability set out in this Agreement are fair and reasonable in the commercial circumstances of this Agreement and that such limitations have been, in part, an inducement to XE and a consideration in calculating the license fee (if any) payable by You to XE pursuant to this Agreement and that XE would not have entered into this Agreement but for such liability limitations.

6.7 Indemnification by You. You shall indemnify, defend, and save harmless XE, its affiliates and subsidiaries, and their officers, directors, employees and agents from any loss, damage, liability or expense (including reasonable attorneys' fees, accountants' fees and other legal expenses) to which any of them may become subject to and which are in any way related to or which have arisen under or in connection with: (i) any act or omission by You or any person connected, affiliated, or associated with You with respect to this Agreement and/or the XE Currency Converter (including but not limited to any use or reliance on the XE Data by End Users); and/or, (ii) any non-fulfillment or breach of any covenant or agreement on Your part pursuant to this Agreement or any incorrectness in or breach of any representation or warranty made by You contained in this Agreement.

ARTICLE 7 – GENERAL

7.1 Entire Agreement. This Agreement and XE's Privacy Policy, which can be accessed at "<http://www.xe.com/privacy.php>", shall constitute the entire Agreement between the parties and supersedes all prior Agreements and understandings, oral or written, relating to the subject matter hereof.

7.2 Amendments. As XE's data supplier and partner relationships are constantly changing and evolving, it is necessary for XE to be able to amend this Agreement and the End User Terms of Use. From time to time, XE reserves the right, in XE's sole discretion, to update the terms of this Agreement.

7.3 Headings. Section headings are not to be considered part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents thereof.

7.4 Gender. Unless the context requires otherwise, the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine and neuter.

7.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any respect under any applicable statute or rule of law, the provision shall be deemed omitted to the extent that it is invalid, illegal, or unenforceable. In such a case, the remainder of the Agreement shall be construed in a manner as to give greatest effect to the original intention of the parties hereto.

7.6 Waiver. The waiver of any right or failure by XE to exercise in any respect of any right or provision provided in this Agreement in any instance shall not constitute or be construed or deemed to be a waiver of such right or provision in the future or a waiver of any other right or provision under this Agreement.

7.7 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to conflict of laws principles. All rights and remedies, whether conferred by this Agreement, by any other instrument or by law, shall be cumulative, and may be exercised singly or concurrently. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario.

7.8 Sale of Goods. You acknowledge and agree that this Agreement is not governed by the UN Convention on Contracts for the International Sale of Goods or the International Sale of Goods Act, as amended, replaced, or re-enacted from time to time, and all provisions of such are rejected and excluded from this Agreement in their entirety. You further acknowledge and agree that the Uniform Computer Information Transactions Act, or any version thereof in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, You acknowledge and agree that You and XE agree to opt out of the applicability of UCITA pursuant to the opt-out provisions contained therein.

7.9 Support. XE will in good faith attempt to support user inquiries within reasonable limits. XE will not be held responsible for any repercussions that may occur from any attempt to support the function of the XE Currency Converter within a user's Shopify Store. If You are required to grant XE limited access to your Shopify store, XE will not be liable for any issues that might arise after support has been carried out. The XE Currency Converter may not work with all Shopify themes or settings, therefore XE shall not be liable for any design or usability issues that may occur with your store once the XE Currency Converter is installed.