

## Terms and Conditions of Sale for UxC Off-the-Shelf Reports and Publications

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All sales of UxC, LLC (UxC)'s Off-the-Shelf Reports or Publications (the "Report" or "Reports") to a Purchaser are subject to and expressly conditioned upon the terms and conditions contained herein. Purchaser's agreement with these terms and conditions shall be assumed to take effect upon the occurrence of any one of the following events: a) payment of the related invoice, b) receipt of the subject Report (s), or c) opening an electronic version of the subject Report (s). If UxC and Purchaser have entered into a separate agreement regarding the purchase of a Report(s), these terms and conditions may also apply:

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- 2. **Disclaimer** The information contained in each Report is obtained from sources that UxC believes to be reliable. UxC makes no warranty or representation, express or implied, with respect to the accuracy, completeness or usefulness of the information contained in any Report and UxC, to the maximum extent permitted by law, assumes no liability for the use or effects of any of the information or data contained in a Report(s).
- 3. **Representations** UxC represents and covenants that it has all necessary intellectual property rights, licenses, consents and regulatory approvals, and is otherwise authorized, to provide the Report(s) to the Purchaser. UxC shall not be liable for any third party claims arising from the use of a Report(s) by a Purchaser other than breach of intellectual property rights of such party.
- 4. Warranty UxC warrants that personnel possessing competency consistent with applicable industry standards have prepared all of its Report(s). No other representation, express or implied, and no warranty or guarantee is included or intended for any of its Report(s). This warranty is made expressly in lieu of all other warranties, express or implied, including without limitation any implied warranties of fitness for a purpose, merchantability, non-infringement, title, or otherwise.
- 5. Recommendations It is UxC's strict policy not to endorse, promote, or recommend any particular securities, currencies, or other financial products or instruments. Nothing contained in any UxC Report is intended to constitute investment, legal, tax, accounting or other professional advice and the reader should not rely on the information provided in an UxC Report for making financial decisions.
- 6. **Liability** UxC shall not be liable to the Purchaser of a Report(s) and Purchaser shall not be liable to UxC for any loss of profit, loss of revenue, loss of investment money, consequential, indirect or incidental damages arising out of or related to the purchase of any of its Report(s), in tort, contract or otherwise, whether such loss or damages could be foreseen by such Purchaser or not.
- 7. Redistribution Except as provided herein, the redistribution of the electronic edition of any Report or Reports is strictly prohibited. This includes, but is not limited to, forwarding to others using internal or external email systems, Internet distribution or inter-office electronic exchanges. All electronic copies must be distributed directly by UxC.
- 8. **Electronic Storage** Without a specific site license, electronic versions of the Report(s) cannot be stored in a system that allows, but is not limited to, general public access or the ability to redistribute the Reports(s).
- 9. Payment Terms Payment by the Purchaser for any Report ordered from UxC is due within 30 (thirty) days of receipt of the invoice received from UxC unless special arrangements have been made. If a Purchaser of a Report chooses to make payment with a valid and active credit card, the Purchaser agrees to pay an additional 3.0% convenience fee. A finance charge of 0.5% per month on the unpaid amount of the invoice may be charged on past due accounts and shall be paid by the Purchaser in case of UxC's written claim.
- 10. **Remedy** In the event UxC has not delivered a purchased Report(s) to the Purchaser within a reasonable amount of time following the purchase order, the Purchaser shall first request performance of the delivery from UxC, and, if delivery is still not

- forthcoming, then the Purchaser's sole remedy is to request from UxC the return of its payment for the Report(s), which UxC shall do without hesitation.
- 11. **Cancellation** If a Purchaser cancels a subscription to a newsletter or subscriber service, the Purchaser will receive a prorated refund subject to minimum charges (no less than six months for new subscriptions) and administrative fees. Refunds will not be given for individual Reports. Note that refunds will not be made for cancellations within 90 days of end of subscription term.
- 12. **Intellectual Property** If applicable, the Ux U<sub>3</sub>O<sub>8</sub> Price<sup>®</sup> and other Ux Price indicators that may be contained within a Report(s) are developed by UxC and are proprietary and exclusive intellectual property of UxC. These price indicators are provided to UxC's customers through the Ux Weekly<sup>®</sup> publication and are made available on UxC's public website solely at UxC's discretion. They may not be reproduced or otherwise used without UxC's express permission.
- 13. **Trademarks** UxC<sup>®</sup>, Ux Weekly<sup>®</sup>, Ux U<sub>3</sub>O<sub>8</sub> Price<sup>®</sup>, UxC BAP<sup>®</sup>, U-PRICE<sup>®</sup>, and SWU-PRICE<sup>®</sup> are registered trademarks of UxC, LLC and their use is strictly forbidden by a non-UxC person or entity.
- 14. **Prices and Taxes** Prices quoted for UxC's Report(s) are in U.S. dollars and are exclusive of any taxes. Any use tax, sales tax, excise tax, value added tax, duty, custom or inspection fee or any other tax, fee or charge of any nature imposed by any governmental authority shall be paid by the Purchaser with the exception of any related income tax liability imposed on UxC in connection with the sale of the Report(s).

For additional information, please contact:

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