



## Exhibit H-3: Dual Listing Agreement

This Dual Listing Agreement should be executed and submitted by issuers that are applying to dually list on the Green Impact Exchange ("GIX") a class of securities that are currently listed (or applying to be listed) on another registered national securities exchange (the "Primary Listing Exchange").

### I. Dual Listing Agreement

This agreement (the "Listing Agreement") is made between GIX and \_\_\_\_\_ (the "Company") for the purpose of dually listing Company's securities on GIX. In consideration of dually listing Company's shares, the mutual promises contained herein, and other good and valuable consideration, Company agrees as follows:

1. Company certifies that it understands and agrees to comply with all GIX rules, as they may be amended from time to time.
2. Company will pay all applicable listing fees when due.
  - (i) The listing fee will be calculated based on the Company's average market capitalization over a specified period of trading days. A trading day is any day in which the equities markets in the United States are open for trading. Company's market capitalization for any trading day will be calculated based on the official closing price on the Primary Listing Exchange for same class of Company's security that is listed (or proposed to be listed) on GIX, multiplied by the number of shares outstanding as reported in Company's most recent periodic report. Listing fees for each year will be calculated annually based on the anniversary of the listing date.
  - (ii) An invoice for the next billing year will be sent in the final month of the current billing year. The invoice amount will be based on Company's average market capitalization during the 20 trading days immediately preceding the invoice date. Listing fees and the method for calculating the fees applicable to Company are required to be filed with the Securities and Exchange Commission ("SEC") and published on the exchange's website. Amendments to the listing fee and the method for calculating the fee that are filed with SEC are incorporated herein by reference, and will supersede any conflicting provisions of this Dual Listing Agreement.
3. So long as Company remains listed on the Primary Listing Exchange:
  - (i) Company will not be subject to GIX Rule 14.203(f)(1) requiring advance notification of the release of material news to GIX's Regulation Department;
  - (ii) Company will not be subject to GIX Rule 11.282 (Regulatory Trading Halts), which provides authority for the implementation of regulatory trading halts in an issuer's securities, except

- to the extent that the trading halt is being implemented pursuant to GIX Rules 11.282(a)(2) or 11.282(a)(3), so as to honor a trading halt implemented by the Primary Listing Exchange.
3. Company agrees to promptly notify GIX in writing in the event it notifies the Primary Listing Exchange that it no longer satisfies the listing requirements of that Primary Listing Exchange or if Company receives notification from the Primary Listing Exchange that it no longer satisfies the applicable listing requirements.
  4. Company acknowledges that it has an on-going obligation to notify GIX of any material changes to the certifications provided to GIX in connection with its application for dual listing, and to submit updated or additional material to GIX as necessary to ensure the continued accuracy of such certifications.
  5. Company understands that it may be delisted from GIX, pursuant to applicable procedures in GIX Rules 14.500-14.505, if it fails to meet one or more of GIX's listing requirements, including without limitation the requirement for its shares to be listed on a primary exchange.
  6. Company understands that if an exception to any of the provisions of any of the GIX rules has been granted by GIX, such exception shall, during the time it is in effect, supersede any conflicting provision of this Dual Listing Agreement.
  7. Company warrants and represents that any trading symbol requested to be used by Company does not violate any trade/service mark, trade name, or other intellectual property right of any third party. Company agrees and understands that a trading symbol is provided to Company for the limited purpose of identifying Company's security in authorized quotation and trading systems and that Company has no ownership rights in the trading symbol. The assignment and use of a trading symbol is governed by the National Market System Plan for the Selection and Reservation of Securities Symbols, as may be amended from time to time.
  8. Company hereby grants to GIX a non-exclusive, royalty free, license to use Company's logos, trade names, and trade/service marks in GIX's advertising, literature, media interactions, industry events, conferences, websites, social media content, and mobile applications solely in connection with marketing and related purposes in connection with being an GIX-listed company, and to convey quotation information, transactional reporting information, and other information regarding Company in connection with GIX. Company agrees to hold harmless and indemnify GIX (and its officers, directors, employees, agents, or affiliates) against any and all claims and losses, including but not limited to costs and attorneys' fees, resulting from, suffered, or incurred as a result of any third party's claim or litigation relating to the infringement of any trade/service mark, trade name, or other intellectual property right related to or arising out of GIX's use of Company's trading symbol, corporate logos, website address, trade names, and trade/service marks in accordance with the terms of this Dual Listing Agreement.

## II. Warranties and Disclaimers of Warranty

For any goods or services provided to Company, GIX shall endeavor to provide them in a good and workmanlike manner. Beyond the warranties stated in this section, there are no other warranties of

any kind, express, implied or statutory (including the implied warranties of merchantability or fitness for a particular use or purpose).

### III. Limitation of Liability

1. In no event will GIX be liable for any trading losses, loss of profits, indirect, special, punitive, consequential, or incidental loss or damage, even if GIX has been advised of the possibility of such damages. If GIX is, for any reason, held liable for any of the above, the liability of GIX is limited as follows:
  - (i) for goods and services for which Company is specifically charged, to the amount paid by Company for those goods or services during the twelve (12) months preceding the accrual of the claim; and
  - (ii) in all other instances, to the amount of the annual listing fee paid by Company during the twelve (12) months preceding the accrual of the claim.
2. Notwithstanding the foregoing, GIX shall not be relieved from liability for damages that result from GIX's own gross negligence or willful tortious misconduct.
3. For goods and services provided under a separate written agreement, the limitation of liability provisions in that agreement shall govern any claims relating to or arising from the provision of those goods and services.
4. Under no circumstances shall GIX have any liability for any third party's goods and/or services.
5. Company and GIX agree that these terms reflect a reasonable allocation of risk and limitation of liability.
6. This Dual Listing Agreement shall be governed by the laws of the State of New York and shall be construed and enforced in accordance with the laws of the State of New York without reference to principles of conflicts of laws.

## IV. Signature

By signing below, I affirm that I have been duly authorized by Company to act on its behalf and by virtue of such authorization have the legal authority to enter into this Agreement and bind the Company accordingly.

By: \_\_\_\_\_  
Signature of Authorized Representative

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_