



Triad Trader Pro End User Agreement

IMPORTANT: READ CAREFULLY BEFORE USING THIS SERVICE

This END USER AGREEMENT (the "Agreement") is a legal Agreement between you and TRIAD SECURITIES CORP. governing your use of the TRIAD SECURITIES CORP. software and services provided pursuant to this Agreement ("Triad Trader Pro"). Your use of Triad Trader Pro is subject to the terms and conditions herein. If you do not agree with all of the terms without modification, you will not be granted access to Triad Trader Pro. Any modifications of these terms by you will be ineffective. You understand and agree that the terms and conditions herein supplement, and do not supercede or overwrite, the terms of any other agreement between TRIAD SECURITIES CORP. and you (including without limitation, the Brokerage Customer Agreement located at TRIAD SECURITIES CORP. 111 Broadway, 11th fl. NY, NY 10006, which contains mandatory pre-dispute arbitration provisions). To the extent that the terms herein conflict with any currently existing or future agreement between you and TRIAD SECURITIES CORP. the terms herein will control only with respect to your use of Triad Trader Pro. With regard to conflicts relating to any other subject matter (including without limitation, securities regulatory issues), the terms of the relevant agreement will control.

1. Triad Trader Pro

Subject to the terms and conditions of this Agreement, TRIAD SECURITIES CORP. may, at its own discretion, allow certain qualified customers ("User(s)"), who, in addition to other requirements, have completed the Triad Trader Pro End User Agreement, to use software for an active equities trading environment desktop tool that will allow User to access financial data and other information, and to direct orders to purchase or sell designated equity securities to specific Electronic Communications Networks ("ECN") chosen from a list of ECN's approved by TRIAD SECURITIES CORP. User can access the service from User's computer desktop using software obtained via a one-time download. The software and services described above are referred to collectively herein as "Triad Trader Pro."

2. Triad Trader Pro MINIMUM SYSTEM REQUIREMENTS

In order to effectively utilize Triad Trader Pro, Users must maintain the following minimum system requirements:

- 400 MHz (or higher) Pentium processor.
- Windows 2000/XP
- Minimum 128 MB of RAM with at least 64 MB unused RAM available while running Triad Trader Pro.
- 8 MB video card capable of supporting 1024 x 768 resolution with 256 colors.

Users are responsible for maintaining the appropriate system requirements at all times and shall indemnify and hold TRIAD SECURITIES CORP. harmless from any and all claims arising from Users' failure to access Triad Trader Pro.

3. LICENSE; TITLE; OWNERSHIP

A. License

In consideration for User's continuing compliance with the Triad Trader Pro qualification criteria, as determined by TRIAD SECURITIES CORP. in its sole discretion, and the terms and conditions set forth herein, TRIAD SECURITIES CORP. hereby grants, and User hereby accepts a limited, non-transferable, non-exclusive license (the "License") to use the Triad Trader Pro software for so long as this Agreement remains in effect, and subject to the terms and conditions set forth herein. "Use" herein means that User may install, store, load, execute and display the software. Except as expressly provided herein, User shall not copy, modify, disable any features, disassemble, decompile, reverse engineer, duplicate, sublicense, use as a service bureau, or otherwise transfer or manipulate the Triad Trader Pro software, or any part thereof, or the information contained therein. User may not copy the software onto any public or publicly accessible network. This License, and all rights to use this software will automatically terminate upon transfer by User. User shall take all reasonable precautions to safeguard Triad Trader Pro software and the information provided therein, to prevent any copies or disclosures thereof in violation of this Agreement, and to prevent any unauthorized access thereto.

B. Title

User understands and agrees that all right, title and interest in and to Triad Trader Pro and all parts thereof, as they exist now or in the future, and all intellectual property rights therein including, but not limited to, any and all exclusive works thereof, are and shall remain the sole and exclusive property of TRIAD SECURITIES CORP. and/or its third party suppliers. The License confers to User no right, title or ownership in Triad Trader Pro. TRIAD SECURITIES CORP. may terminate the License at any time for any or no reason. In such event, User shall immediately cease any and all use of Triad Trader Pro, shall delete the software from User's computer(s), and shall destroy all copies thereof.

C. Ownership of Intellectual Property

To the fullest extent permitted or available under applicable law, TRIAD SECURITIES CORP. hereby asserts and claims, and User hereby acknowledges, TRIAD SECURITIES CORP., and/or its third party suppliers', ownership of all right, title and interest in and to all proprietary information, including without limitation all trade names, and any and all copyright, patent, trademark and service marks, and confidential, and trade secret information, and any and all rights related thereto.

4. ID NAME; ACCESS

A. User Name and Password

User will access and sign on to Triad Trader Pro by using User's current TRIAD SECURITIES CORP. User ID and sign-on password.

B. Access

User understands and agrees that User will be solely responsible for all orders and information entered through Triad Trader Pro using User's User ID and sign-on password. User shall take all necessary precautions to secure the User IDs and sign-on passwords and to prevent unauthorized access to Triad Trader Pro. User shall notify TRIAD SECURITIES CORP. at (212) 349-8060 immediately upon becoming aware (including notice arising from confirmation of an order that User did not place, or lack of confirmation for an order that User did place) of any unauthorized use of User's User ID, sign-on password, or any other attempted or actual unauthorized access. User understands that Triad Trader Pro does not currently provide a "trading password" option that requires password entry before entry of an order and User shall consider this when taking necessary precautions to prevent unauthorized access to Triad Trader Pro.

5. USE LIMITATIONS; TYPES OF SECURITIES; ELIGIBLE ECN ORDERS

A. Use Limitations

User shall access Triad Trader Pro through use of the unmodified software provided by TRIAD SECURITIES CORP. and downloaded by User. User shall use Triad Trader Pro solely and exclusively for its own use. User shall not provide or further disseminate Triad Trader Pro, including without limitation, selling, leasing, redistributing, transmitting, broadcasting, or otherwise disseminating or sharing Triad Trader Pro in any form or by any means. User represents, warrants, and covenants that its use of Triad Trader Pro will be in strict compliance with all applicable laws and regulations, and that User will not use, or knowingly allow any other person to use, for, or in connection with any illegal purpose or activity. User shall indemnify and hold TRIAD SECURITIES CORP. harmless from any and all claims arising from a breach of its representations in the preceding sentence.

B. Types of Securities

User understands and agrees that Triad Trader Pro is currently available solely for trading in equity and option securities traded in the United States.

C. Eligible ECN Orders

User understands and agrees that the Triad Trader Pro service is not available for all types of securities or all types of orders. User agrees to abide by the list of eligible and ineligible orders annexed hereto as Schedule I, as amended from time-to-time by TRIAD SECURITIES CORP. in its sole discretion. User understands that ineligible orders placed by User may result in a delay in order routing and execution, and User shall be solely responsible for any loss, damages or lost opportunities caused by such delay. All orders routed to Archipelago, Instinet, & Island will be treated as orders eligible for Extended Hours Trading (see below).

6. EXTENDED HOURS TRADING

ACCESS:

A. Extended Hours Trading Generally Not Available

User acknowledges that Triad Trader Pro is available for use only during regular market hours (i.e., 9:30 a.m. - 4:00 p.m. Eastern Standard Time) except for orders routed to Archipelago and Instinet/Island, which is described below. For trading during non-regular market hours, User must either use the TRIAD SECURITIES CORP. trading desk at (212) 349-8060 to place order(s) or route orders to Archipelago or Instinet/Island. Any order placed through Triad Trader Pro during non-regular market hours, and directed by the User to an ECN (other than Archipelago or Instinet/Island), will be rejected by the ECN.

B. Extended Hours Trading Available Only Through Archipelago or Instinet/Island

After agreeing to the Extended Hours User Agreement, User can route orders to Archipelago between 6:00 a.m. - 8:00 p.m. Eastern Standard Time (ET), or Instinet/Island between 7:00 a.m. - 8:00 p.m. (ET) which will be live orders during that time. Thus, orders entered into Archipelago or Instinet/Island prior to 9:30 a.m. ET that are not executed will carry over into the regular market session. If not executed during the regular market session, the order will automatically cancel at 4:00 p.m. Orders entered between 8:01 p.m. - 5:59 a.m. ET on Archipelago and 8:01 p.m. and 6:59 a.m. on Instinet/Island will be rejected. If you do not wish to have an unexecuted order to roll into the regular session from the pre-opening session or into the after hours session from the regular session, you must cancel your order. During extended hours (prior to 9:30 a.m. and after 4:00 p.m. ET): (i) only limit orders are permitted; (ii) all-or-none orders are not allowed; (iii) only listed, Nasdaq NMS and Small Cap securities are traded; and (iv) orders to trade OTC Bulletin Board securities, Pink Sheet securities, rights, warrants, and preferred stocks are not permitted (see schedule II).

C. Access and Session Duration

User understands and agrees that access to Triad Trader Pro and the duration of each session is subject to security controls established by TRIAD SECURITIES CORP. and that TRIAD SECURITIES CORP. reserves the right to limit access to Triad Trader Pro for any or no reason, including system maintenance. User shall indemnify and hold TRIAD SECURITIES CORP. harmless against any and all claims arising from User's inability to access and/or maintain a connection with Triad Trader Pro.

Extended Hours Trading Risk Disclosure

You should consider the following points before engaging in extended hours trading. "Extended hours trading" means trading outside of "regular trading hours." "Regular trading hours" generally means the time between 9:30 a.m. and 4:00 p.m. Eastern Standard Time.

- **Risk of Lower Liquidity.** Liquidity refers to the ability of market participants to buy and sell securities. Generally, the more orders that are available in a market, the greater the liquidity. Liquidity is important because with greater liquidity it is easier for investors to buy or sell securities, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in extended hours trading as compared to regular trading hours. As a result, your order may only be partially executed, or not at all.
- **Risk of Higher Volatility.** Volatility refers to the changes in price that securities undergo when trading. Generally, the higher the volatility of a security, the greater its price swings. There may be greater volatility in extended hours trading than in regular trading hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.
- **Risk of Changing Prices.** The prices of securities traded in extended hours trading may not reflect the prices either at the end of regular trading hours, or upon the opening the next morning. As a result, you may receive an inferior price when engaging in extended hours trading than you would during regular trading hours.
- **Risk of Unlinked Markets.** Depending on the extended hours trading system or the time of day, the prices displayed on a particular extended hours trading system may not reflect the prices in other concurrently operating extended hours trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one extended hours trading system than you would in another extended hours trading system.
- **Risk of News Announcements.** Normally, issuers make news announcements that may affect the price of their securities after regular trading hours. Similarly, important financial information is frequently announced outside of regular trading hours. In extended hours trading, these announcements may occur during trading, and if combined with lower liquidity and higher volatility, may cause an exaggerated and unsustainable effect on the price of a security.
- **Risk of Wider Spreads.** The spread refers to the difference in price between what you can buy a security for and what you can sell it for. Lower liquidity and higher volatility in extended hours trading may result in wider than normal spreads for a particular security.

(b) In lieu of providing the model disclosure statement set forth in paragraph (a), a member may furnish customers with an alternative disclosure statement, provided that such alternative disclosure statement is substantially similar to the model disclosure statement set forth in paragraph (a) addressing, at a minimum, the above six risks.

(c) Members must consider whether to develop and include additional disclosures in the extended hours trading risk disclosure statement as necessary to address product-specific or other specific needs. For example, members may need to develop additional disclosures to address such issues as exchange-traded funds, options trading, options exercises, and the effect of stock splits or dividend payments during extended-hours trading.

7. ACCOUNT ACTIVITY

Orders placed through Triad Trader Pro will be credited and debited to User's existing TRIAD SECURITIES CORP. account(s) and all resulting transactions will be reflected in the User's accounts. Because Triad Trader Pro is currently available only for orders in equity and option securities traded in the United States, User understands that User's non-equity account positions and transaction activity will not be reflected on the User's account positions screen, when such accounts positions are viewed through Triad Trader Pro. The User's account positions screen will only include the listing of eligible Triad Trader Pro equity and option securities. This screen will not include mutual fund, bond, other non-equity positions, or non-U.S. positions. User's account balances screen, however, even when viewed through Triad Trader Pro, will reflect User's buying and level of margin based on all positions currently held by User, including non-equity positions.

8. CANCELLATION; CONFIRMATIONS; ORDER PREVIEW

A. Cancellation Requests

User understands and agrees that order cancellations are not guaranteed. Orders will be canceled only if received in the marketplace and matched up with the order before the order executes. Because market orders are subject to immediate execution, it is rarely possible to cancel a market order.

B. Confirmations

User shall not assume that any order has been executed or canceled until having received a confirmation of the transaction. Because TRIAD SECURITIES CORP. sometimes receives late reports from exchanges, market-makers and market centers reporting the status of transactions, User may be subject to late reports related to orders that were previously unreported or reported as expired, canceled, or executed. Any reporting or posting errors, including errors in execution prices, will be corrected to reflect what actually occurred in the marketplace. User shall indemnify and hold TRIAD SECURITIES CORP. harmless against any and all claims arising from reporting or posting errors.

C. Order Preview

Triad Trader Pro is set to automatically generate an order preview ("Order Preview") for review before User enters a final order. User may elect to turn this function off, provided however, that User shall remain liable for any orders placed in error.

9. SELF DIRECTED ORDERS; ECN FEES; LOSS OF CONNECTIVITY

A. Self-Directed Orders

Triad Trader Pro offers the User the ability to direct orders to specific, identified ECNs. If a User does not specifically direct an order to an ECN through Triad Trader Pro, it will be routed to the default market centers for the referenced security.

B. Loss of Connectivity

User shall indemnify and hold TRIAD SECURITIES CORP. harmless against any and all claims arising from User's inability to access and/or maintain a connection with a market center, including the ECNs.

10. VOLATILITY; NO INVESTMENT ADVICE

A. Volatility

User shall be solely responsible for all risk associated with market conditions including, without limitation, high volume, and market volatility that may result in loss, delay, or cancellation of orders and conflicting and/or inaccurate confirmations of orders. User understands that the price at which an order was executed in the marketplace may be different from the price at which the security or option was quoted at the time the order was entered. User understands and agrees that, under no circumstances, shall TRIAD SECURITIES CORP. incur any liability for any such market fluctuations. Furthermore, User understands and agrees that entering an order with TRIAD SECURITIES CORP. either electronically or otherwise, does not guarantee execution or the timeliness of the execution of the order, and that TRIAD SECURITIES CORP. shall not be responsible for any order that is not executed.

B. No Investment Advice

User acknowledges that TRIAD SECURITIES CORP. will not provide User with any legal, tax or accounting advice or advice regarding the suitability or profitability of a security or investment. User also acknowledges that TRIAD SECURITIES CORP. employees are not authorized to give any such advice and that User will not solicit or rely upon any such advice from TRIAD SECURITIES CORP. or any of its employees. User assumes full responsibility with respect to transactions in or for User's account and User's investment decisions. TRIAD SECURITIES CORP. and its officers, directors, employees, agents and affiliates will have no liability with respect to transactions in or for User's account and User's investment decisions.

11. CONFIDENTIALITY

User understands and agrees that Triad Trader Pro and any information and data included therein or derived there from, and the form, format, mode or method of compilation, configuration, presentation or expression thereof are the confidential, proprietary, and trade secret property, information, products, process and data of TRIAD SECURITIES CORP., including this Agreement and its terms (the "Confidential Property"). User shall receive and maintain the Confidential Property as a confidential disclosure and shall not disclose the Confidential Property or any part thereof to any other person or entity, or use or permit any use of the Confidential Property or any part thereof or attempt to sell, assign, convey, lease, sub-license, commercially exploit, and/or otherwise market or use, in any way or manner, except: (i) with TRIAD SECURITIES CORP.'s prior written consent in each instance of disclosure (provided that TRIAD SECURITIES CORP. shall have the right to grant or withhold consent for any or no reason) or (ii) if User is required by law to disclose the Confidential Property, but only after written notice to TRIAD SECURITIES CORP., such that TRIAD SECURITIES CORP. has a reasonable opportunity to oppose or prevent a disclosure, and only to the extent so required. User understands and agrees that TRIAD SECURITIES CORP.'s rights in and to the Confidential Property extend to all intellectual property, processes, procedures, apparatus, and to all original works of authorship, expressions and articulations contained in Triad Trader Pro, and that no right, title or interest, except for the limited use License set forth above, is conveyed or transferred to User in any way or manner by this Agreement or in or by any schedule or addenda hereto.

12. DISCLAIMER OF WARRANTIES

USER UNDERSTANDS AND AGREES THAT THE TRIAD TRADER PRO SOFTWARE AND SERVICE (CURRENTLY IN "BETA" TESTING) IS PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER TRIAD SECURITIES CORP. NOR ANY THIRD PARTY SUPPLIER MAKES ANY WARRANTY, REPRESENTATION OR GUARANTY AS TO THE ACCESSIBILITY, COMMUNICATION LINKS, SEQUENCE, ACCURACY, TRUTH, TIMELINESS, OR COMPLETENESS, OF ANY QUOTATION, MARKET INFORMATION OR OTHER INFORMATION OR DATA FURNISHED HEREUNDER OR THAT ANY SUCH INFORMATION OR DATA DISSEMINATED MAY BE RELIED UPON FOR TRADING OR OTHER PURPOSES. THE SERVICE IS PROVIDED "AS IS" AND ALL WARRANTIES, REPRESENTATIONS AND GUARANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED. USER ACKNOWLEDGES THAT IT IS THE RESPONSIBILITY OF USER TO VERIFY ANY INFORMATION UPON WHICH IT ELECTS TO USE WHEN TAKING ANY ACTION WITH FINANCIAL CONSEQUENCES. USER SHALL INDEPENDENTLY DETERMINE MARKET PRICES FOR TRADING PURPOSES THROUGH ITS OWN CUSTOMARY TRADING CHANNELS, AND USER ACKNOWLEDGES THAT ANY ORDERS PLACED BY USER ARE THE RESULT OF USER'S OWN INDEPENDENT MARKET RESEARCH. NO EMPLOYEE, SALESPERSON, VENDOR OR OTHER AGENT OR PURPORTED AGENT OF TRIAD SECURITIES CORP. IS AUTHORIZED TO MAKE ANY WARRANTIES, REPRESENTATIONS OR GUARANTIES IN CONTRADICTION OF THE FOREGOING, AND USER AGREES NOT TO RELY ON ANY SUCH PURPORTED WARRANTIES, REPRESENTATIONS OR GUARANTIES.

13. LIABILITIES LIMITED; INDEMNITY

A. Sole Remedies

User's sole and exclusive remedies against TRIAD SECURITIES CORP. or any other third party provider of services for TRIAD SECURITIES CORP., with respect to this Agreement, Triad Trader Pro, and any quotations, market information and any other information and data and any errors, inaccuracy, omissions or delay therein or thereof, shall be limited to issuing corrected information as soon as reasonably practicable following TRIAD SECURITIES CORP.'s receipt of written notice of such problem from User in accordance with TRIAD SECURITIES CORP.'s reporting procedures.

B. Limitation of Damages

USER ACKNOWLEDGES THAT THE TRIAD TRADER PRO SERVICE IS A COMPLEX COMPUTER AND TELECOMMUNICATIONS NETWORK AND THAT, AS SUCH, CONTINUED, UNINTERRUPTED AND ERROR FREE ACCESS TO THE SYSTEM CANNOT BE GUARANTEED BY TRIAD SECURITIES CORP. IN LIGHT OF THE FOREGOING, NEITHER TRIAD SECURITIES CORP. NOR ANY THIRD PARTY SUPPLIER SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, WHICH MAY ARISE OUT OF ANY OBLIGATION OF TRIAD SECURITIES CORP. UNDER THIS AGREEMENT, FROM ANY INTERRUPTION, DISCONTINUATION OR DELAY IN THE TRIAD TRADER PRO SOFTWARE OR SERVICES OR ANY PART THEREOF OR ANY ERROR CONTAINED THEREIN, OR FROM ANY OTHER NON-PERFORMANCE, DEFECTIVE PERFORMANCE OR LATE PERFORMANCE DUE TO ANY CAUSE WHATSOEVER, INCLUDING ERRORS DUE SOLELY TO MALFUNCTION OF TRIAD SECURITIES CORP., OR ANY THIRD PARTY-CONTROLLED EQUIPMENT OR PROGRAMS OR FAILURE OR NEGLIGENCE OF TRIAD SECURITIES CORP., OR THIRD PARTY SUPPLIERS, OPERATORS OR PROGRAMMERS. IN NO EVENT WILL TRIAD SECURITIES CORP. OR ANY THIRD PARTY PROVIDER BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF DATA, REVENUES, PROFITS OR SAVINGS, EVEN IF SUCH PERSON KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

C. Data Sources and Data Transmission

User understands and agrees that, while the information contained in or accessed through (including through use of hyperlinks) the use of Triad Trader Pro, or found on or the TRIAD SECURITIES CORP. website, is obtained from sources which TRIAD SECURITIES CORP. considers reliable, neither TRIAD SECURITIES CORP. nor its third-party providers make any representation, warranty, covenant or guarantee as to its accuracy and/or veracity. Additionally, because the use of Triad Trader Pro is dependent on communication facilities over which TRIAD SECURITIES CORP. has no control, TRIAD SECURITIES CORP. assumes no responsibility for any outages or interruption of service.

D. Indemnity

User shall indemnify and hold harmless TRIAD SECURITIES CORP. and any other third party suppliers from and against any and all third party demands, claims, actions, proceedings, damages, liabilities, losses, fees, costs or expenses (including, without limitation, reasonable attorneys' fees and the costs of any investigation) directly or indirectly arising from or in any way connected with (i) User's use of or reliance on Triad Trader Pro, including any quotations, market information or other information or data supplied, (ii) any breach of or default under the terms or conditions of this Agreement by User, and (iii) any negligence or willful misconduct by or on behalf of User or its employees or agents.

14. TERM; MODIFICATION; TERMINATION

A. Term

This Agreement shall commence on the date on which the User accepts the terms contained herein and shall continue until terminated by either party.

B. Modification

TRIAD SECURITIES CORP. may, at any time, without notice, (i) modify any part of Triad Trader Pro or change the terms upon which Triad Trader Pro is provided to User without notice, or (iii) discontinue Triad Trader Pro in part or in its entirety.

C. Termination

User may terminate this Agreement at any time by providing written notice to TRIAD SECURITIES CORP. at 111 Broadway, 11th Fl., NY, NY 10006 Attn: Triad Trader Pro Administrator. TRIAD SECURITIES CORP. has the right to terminate or otherwise limit User's access to Triad Trader Pro at any time for any or no reason, with or without notice. Termination of this Agreement shall not alleviate any continuing or unfulfilled obligations of User hereunder, which shall survive expiration or termination of this Agreement for any reason.

15. MISCELLANEOUS

A. Loss Due to Extraordinary Events

Performance of any obligation hereunder by TRIAD SECURITIES CORP. shall be excused if prevented by acts of God, other third party service providers, public enemy, fire or other casualty, labor dispute, communications, computer, software, hardware or equipment failure, act or omission of any market center, utility, communications service, common carrier, Internet or network access or backbone provider or information provider, or any other circumstances beyond TRIAD SECURITIES CORP.'s reasonable control.

16. ARBITRATION

A. YOU AGREE THAT CONTROVERSIES ARISING BETWEEN YOU AND TRIAD SECURITIES CORP. AND ANY OF YOUR OR ITS CONTROL PERSONS, PREDECESSORS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS AND EMPLOYEES, SHALL BE DETERMINED BY ARBITRATION. WITH RESPECT TO THE RESOLUTION OF ANY SUCH CONTROVERSY, YOU FURTHER ACKNOWLEDGE THAT:

- **ARBITRATION IS FINAL AND BINDING ON THE PARTIES.**
- **EXCEPT AS PROVIDED HEREIN, THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.**
- **PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.**
- **THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED.**
- **THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- **NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (i) THE CLASS CERTIFICATION IS DENIED; (ii) THE CLASS IS DECERTIFIED; OR (iii) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN.**
- **ANY ARBITRATION UNDER THIS AGREEMENT SHALL BE HELD AT THE FACILITIES AND BEFORE AN ARBITRATION PANEL APPOINTED BY THE NATIONAL ASSOCIATION OF SECURITIES DEALERS, INC.**
- **THE AWARD OF THE ARBITRATORS, OR OF A MAJORITY OF THEM, SHALL BE FINAL, AND JUDGMENT UPON THE AWARD RENDERED MAY BE ENTERED IN ANY COURT, STATE OR FEDERAL, HAVING JURISDICTION.**

**Schedule I
ECN Eligible Orders
U.S. Equity Securities Only**

	Archipelago	ISLD/INET
Listed Orders	Yes	Yes
Nasdaq NMS Orders	Yes	Yes
Nasdaq Small-cap Orders	Yes	Yes
OTC Bulletin Board Orders	No	No
Market Orders	Yes	Yes*
Limit Orders	Yes	Yes
Stop-limit Orders	Yes	Yes
Stop Market Orders	No	No
Sell-short Orders	Yes	Yes
Mixed/Odd-Lot Orders	Yes	Yes
GTC Orders	Yes	Yes
All-or-None Orders	No	No

- Market orders for immediate execution can only be routed to Archipelago and ISLD/INET during normal market hours (9:30a.m. - 4 p.m. ET)
- Market orders routed before 9:28 a.m. to Archipelago and ISLD/INET will be part of the respective exchanges' opening cross
- Orders in listed securities routed to Archipelago and ISLD/INET will not participate in the NYSE opening

**Schedule II
Extended Hours Eligible Orders Through Archipelago/ISLD/INET**

	Archipelago	Island/Instinet
Hours	6 a.m. to 8 p.m. ET	7 a.m. to 8 p.m. ET
Commissions and Fees	The agreed upon commission rate.	The agreed upon commission rate.
Eligible Securities	Listed, Nasdaq NMS, and small-cap stocks	Listed, Nasdaq NMS, and small-cap stocks
Regular Hours	Limit orders/Market orders	Limit orders/Market orders
Extended Hours *	<ul style="list-style-type: none"> • 6 a.m.-9:29 a.m. ET: limit orders only • 4 p.m.-8 p.m. ET: limit orders only 	<ul style="list-style-type: none"> • 7 a.m.-9:29 a.m. ET: limit orders only • 4 p.m.-8 p.m. ET: limit orders only
Order Duration	Unexecuted Extended Hours orders will expire at 8 p.m. ET unless previously canceled. No good-until-canceled orders.	Unexecuted Extended Hours orders will expire at 8 p.m. ET unless previously canceled. No good-until-canceled orders

* Market orders sent prior to 9:28 a.m. will be part of the opening crossing session

IN WITNESS OF THE MUTUAL PROMISES CONTAINED HEREIN, you hereby execute this Agreement.

Company Name: _____

Name (please print) _____

Account Number: _____

Title: _____

Signature: _____

Date: _____

Triad Trader Pro Addendum to User Agreement

PROCEDURES FOR SELLING SHORT HARD-TO-BORROW STOCKS

User understands and agrees to the following procedures:

- User will telephone Triad Securities Corp.'s operations department to request a locate on a **hard to borrow** stock.
- Once it is determined that the stock can be borrowed, you will receive a Request ID number .
- This number is then input into Triad Trader trade window in the short sale field. Order may be executed at this point.

- **Please note that the Request ID number is specific for the stock, amount and date requested.**

Company Name: _____

Name (please print) : _____

Account Number: _____

Title: _____

Signature: _____

Date: _____

NASDAQ OMX Global Subscriber Agreement

Summary



Subscribers to the Information must sign The NASDAQ OMX Group, Inc. ("NASDAQ OMX") Subscriber Agreement ("Agreement") or its equivalent in order to receive the Information (Refer to definition in [Section 12](#)). While all terms are important, NASDAQ OMX asks that you pay particular attention to the following conditions. For additional information, refer to the sections referenced at the end of each condition.

Restrictions on uses and transfers: The subscriber ("Subscriber") may not provide access to information described herein ("Information") or transfer this Agreement to others. The Information is only for use as described by the Non-Professional or Professional Subscriber (for U.S. Information) and Business or Private (for non-US. Information) definitions. [[Section 12](#)]

Most types of damages are excluded and remaining damages are limited: NASDAQ OMX is not liable for trading losses, lost profits or incidental, consequential or other indirect damages, even if the Information is untimely or incorrect. Other damages (if any) are strictly limited (in contract, tort or otherwise) to a capped amount. [[Section 6](#) and [Section 7](#)]

No implied or statutory warranties or duties: All warranties and duties (if any) are eliminated. There are no express warranties, except for a Limited Warranty regarding efforts only. Stock quotes might not be current and/or accurate. [[Section 7](#)]

Subscriber provides an indemnity: Subscriber indemnifies NASDAQ OMX and holds NASDAQ OMX harmless for any Claims or Losses (as described in Section 9) resulting from Subscriber's breach of the Agreement, from Subscriber's infringement of a third-party's intellectual property rights or from any third-party lawsuit related to Subscriber's use or receipt of Information. [[Section 9](#)]

Notices; Notification of Changes. All notices and other communications (except for invoices) required to be given in writing under this Agreement shall be directed to the signatories or, in the alternative, to the individuals identified in subsections (a) and (b) below. Notices shall be deemed to have been duly given (i) upon actual receipt (or date of first refusal) by the parties, or (ii) upon constructive receipt (or date of first refusal) if sent by certified mail, return receipt requested, or any other delivery method that actually obtains a signed delivery receipt, to the following addresses or to such other address as any party hereto shall hereafter specify by prior written notice to the other party or parties below, or (iii) upon posting the notice or other communication on the NASDAQTrader website or a successor site. If an email address is provided, NASDAQ OMX may, in lieu of the above, give notice to or communicate with Subscriber by email addressed to the persons identified in subsection (a) or to such other email address or persons as Subscriber shall hereafter specify by prior written notice. By providing an email address, Subscriber agrees that any receipt received by NASDAQ OMX from Subscriber's service provider or internet computer server indicating that the email was received shall be deemed proof that Subscriber received the message. If Subscriber cannot see or printout all or any portion of the message, Subscriber agrees that it is Subscriber's responsibility to contact NASDAQ OMX at (301) 978-5307.

(a) If to Subscriber:

Name: _____
Title: _____
Address: _____
Telephone #: _____
Fax #: _____
Email: _____

(b) If to NASDAQ OMX:

NASDAQ OMX Global Data Products
9600 Blackwell Road, Suite 500
Rockville, MD 20850
Phone: +1 301 978 5307 or +45 33 93 33 66
DataAdmin@nasdaqomx.com

With, in the event of notices of default or dispute, a required copy to:

With, in the event of notices of dispute or default, a required copy to:

The NASDAQ OMX Group, Inc.
Office of General Counsel, Attn: Contracts Group
9600 Blackwell Road
Rockville, MD 20850

Governing Law; Construction: Everything relating to this Agreement is governed by the laws as detailed in per Appendix 1. For Information received, this Agreement shall be deemed to have been made in the jurisdiction of the applicable NASDAQ OMX Market as detailed in Appendix 1. [**Appendix 1**]

No oral amendments and only NASDAQ OMX may amend: The Agreement may not be altered orally and may only be altered by NASDAQ OMX pursuant to an agreement procedure which includes notice to either the Subscriber or the Distributor. Failure to terminate the Agreement before, or use of Information thereafter, an amendment will be the Subscriber's consent (or confirmation of earlier consent) to the amendment. [**Section 10** and **Section 11**]

Distributors can impact Subscriber's rights but not NASDAQ OMX's rights: A Distributor does not have the authority to change the Agreement. Distributors are obligated to provide notice of NASDAQ OMX changes to the Subscriber. However, if they do not, NASDAQ OMX's notice to the Distributor is still effective, as to Subscriber including notice of cancellation. [**Summary** and **Section 12**].

Requirements of Self-Regulatory Organization; Actions To Be Taken In Fulfillment of Statutory Obligations. Subscriber acknowledges that NASDAQ OMX may be under certain restrictions when offering the Information, as detailed in Appendix 1. [**Section 1**]

Please review the following terms and conditions of the NASDAQ OMX Global Subscriber Agreement before you complete the Signature Section: You must be 18 years of age and must designate yourself as either a Non-Professional or Professional and Business or Private Subscriber in the following section, based on the definitions provided in Section 12. To qualify as Non-Professional or Private Subscriber, you must meet all the terms set forth in Section 12. By completing this section, I agree to the terms and conditions set forth in this NASDAQ OMX Global Subscriber Agreement.

Individual Subscriber – Complete Section A.

Subscriber Firm or Organization–Complete Section B.

US Subscriber Status:

Professional
 Non-Professional*

Non-US Subscriber Status:

Business
 Private *

US Subscriber Status:

Professional

Non-US Subscriber Status:

Business

A. Individual Subscriber Information:

B. Subscriber Firm Information:

(PRINT NAME OF INDIVIDUAL SUBSCRIBER)

(PRINT NAME OF SUBSCRIBER FIRM)

By: _____
(SUBSCRIBER SIGNATURE)

By: _____
(SUBSCRIBER SIGNATURE)

Date: _____, 20_____

Name of
Signatory: _____
(PRINT NAME OF PERSON SIGNING on BEHALF of SUBSCRIBER FIRM)

Title: _____
AUTHORIZED OFFICER

Date: _____, 20_____

Distributor Information (for Distributor/Vendor/Data Provider Use Only)

Distributor: _____
(PRINT NAME OF DISTRIBUTOR FIRM)

By: _____
(PRINT NAME OF PERSON SIGNING on BEHALF of DISTRIBUTOR)

Signatory: _____
(SIGNATURE OF PERSON SIGNING on BEHALF of DISTRIBUTOR)

Title: _____
AUTHORIZED OFFICER

Date: _____, 20_____

The Distributor and its agents may not modify or waive any term of this Agreement. Any attempt to modify this Agreement, except by NASDAQ OMX, is void.

1. USE OF DATA. Subscriber may not sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. Subscriber will not engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ OMX or Securities and Exchange Commission ("SEC") Rule or any Financial Services Authority Rule ("FSA") or other applicable law, rule or regulation. Subscriber may not present the Information rendered in any unfair, misleading or discriminatory format. Subscriber shall take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.

a. Non-Professional or Private Subscriber — For Non-Professional or Private Subscriber, the Information is licensed only for personal use. By representing to Distributor that Subscriber is a Non-Professional or Private Subscriber, or by continuing to receive the Information at a Non-Professional or Private Subscriber rate, Subscriber is affirming to Distributor and to NASDAQ OMX that Subscriber meets the definition of Non-Professional or Business Subscriber as set forth in **Section 12** of this Agreement. A Non-Professional or Private Subscriber shall comply promptly with any reasonable request from NASDAQ OMX for information regarding the Non-Professional Subscriber's receipt, processing, display and redistribution of the Information.

b. Professional or Business Subscriber — For Professional or Business Subscriber, the Information is licensed for the internal business use and/or personal use of the Professional or Business Subscriber. Professional or Business Subscribers may, on a non-continuous basis, furnish limited amounts of the Information to customers in written advertisements, correspondence or other literature or during voice telephonic conversations not entailing computerized voice, automated information inquiry systems or similar technologies. Upon request, Professional or Business Subscribers shall make its premises available to NASDAQ OMX for physical inspection of Distributor's Service and of Professional or Business Subscriber's use of the Information (including review of any records regarding use of or access to the Information and the number and locations of all devices that receive Information), all at reasonable times, upon reasonable notice, to ensure compliance with this Agreement.

2. PROPRIETARY DATA. NASDAQ OMX grants to Subscriber a nonexclusive, non-transferable license during the term of the Agreement to receive and use the Information transmitted to it by Distributor and thereafter, to use such Information as permitted under the terms of this Agreement and/or the NASDAQ OMX Requirements. Subscriber acknowledges and agrees that NASDAQ OMX has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ OMX, and compilation or other rights to Information gathered from other sources. Subscriber further acknowledges and agrees that NASDAQ OMX's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by Subscriber or anyone who accesses the Information through Subscriber, NASDAQ OMX or its third-party information providers shall have the right to obtain injunctive relief for its respective materials. Subscriber will attribute source as appropriate under all the circumstances.

3. PAYMENT. Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Subscriber or NASDAQ OMX (except for federal, state or local income taxes, if any, imposed on NASDAQ OMX) by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest relating to the provision of the Information to Subscriber. Interest shall be due from the date of the invoice to the time that the amount(s) that are due have been paid. To the extent permitted by applicable law, Subscriber acknowledges and agrees that the termination of the Distributor's Service for failure to make payments shall not be considered an improper limitation of access by NASDAQ OMX. For Professional or Business Subscribers, if any payment is due directly to NASDAQ OMX under this Agreement, payment in full is due NASDAQ OMX in immediately available funds, in the currency specified by NASDAQ OMX by a check to NASDAQ OMX, by electronic funds transfer to an

institution of NASDAQ OMX's choosing or by any other form of payment as specified by NASDAQ OMX in Appendix 1, within fifteen (15) days of the date of an invoice, whether or not use is made of, or access is made to, the Information.

4. SYSTEM. Subscriber acknowledges that NASDAQ OMX, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Distributor's Service. Changes or the failure to make timely changes by Distributor or Subscriber may sever or affect Subscriber's access to or use of the Information. NASDAQ OMX shall not be responsible for such effects. NASDAQ OMX does not endorse or approve any equipment, Distributor or Distributor's Service.

5. EXCLUSIVE REMEDY. NASDAQ OMX shall endeavor to offer the Information as promptly and accurately as is reasonably practicable. In the event that the Information is not available as a result of failure by NASDAQ OMX to perform its obligations under this Agreement, NASDAQ OMX will endeavor to correct any such failure. If the Information is not available, is delayed, is interrupted, is incomplete, is not accurate or is otherwise materially affected for a continuous period of four (4) hours or more during the time that NASDAQ OMX regularly transmits the Information due to the fault of NASDAQ OMX (except for a reason permitted in this Agreement or in NASDAQ OMX's agreement with the Distributor), Subscriber's or any other Person's exclusive remedy against NASDAQ OMX shall be:

a. If Subscriber or any other Person continues to receive the Information or any other data and/or information offered by NASDAQ OMX, a prorated month's credit of any monies due, if any, for the affected Information directly to NASDAQ OMX from Subscriber or, if applicable, from said other Person, for the period at issue; or

b. If Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by NASDAQ OMX, a prorated month's refund of any monies due for the affected Information directly to NASDAQ OMX from Subscriber or, if applicable, from said other Person, for the period at issue.

Such credit or refund shall, if applicable, be requested in writing to NASDAQ OMX with all pertinent details. Beyond the warranties stated in this section, there are no other warranties of any kind — express, implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose.

6. LIMITATION OF LIABILITY.

a. Except as may otherwise be set forth herein, NASDAQ OMX shall not be liable to Subscriber, its Distributor or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ OMX has been advised of the possibility of such damages.

b. NASDAQ OMX shall not be liable to Subscriber or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information that lasts less than four (4) continuous hours during the time that NASDAQ OMX regularly transmits the Information or if the Information is materially affected for less than four (4) continuous hours during the time that NASDAQ OMX regularly transmits the Information.

c. If NASDAQ OMX is for any reason held liable to Subscriber or to any other Person, whether in tort or in contract, the liability of NASDAQ OMX within a single year of the Agreement (one year from the effective date of the Agreement) is limited to an amount of Subscriber's damages that are actually incurred by Subscriber in reasonable reliance (combined with the total of all claims or losses of Subscriber's Distributor and any other Person claiming through, on behalf of or as harmed by Subscriber) and which amount does not exceed the lesser of:

i. For Subscriber or any other person that continues to receive the Information or any other data and/or Information offered by NASDAQ OMX, a prorated month's credit of any monies due directly to NASDAQ OMX from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue, or if Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by NASDAQ OMX, a refund of any monies due directly to NASDAQ OMX from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue; or

ii. \$500.

d. This section shall not relieve NASDAQ OMX, Subscriber or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims.

e. Subscriber and NASDAQ OMX understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.

7. DISCLAIMERS OF WARRANTIES. NASDAQ OMX and its third-party information providers make no warranties of any kind — express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.

8. THIRD-PARTY INFORMATION PROVIDERS' LIMITATION OF LIABILITY. NASDAQ OMX's third-party information providers shall have no liability for any damages for the accuracy of or for delays or omissions in any of the Information provided by them, whether direct or indirect, lost profits, special or consequential damages of the Subscriber or any other Person seeking relief through Subscriber, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to Subscriber or any other Person seeking relief through Subscriber pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by Subscriber or any other Person seeking relief through Subscriber, as applicable.

9. CLAIMS AND LOSSES. Subscriber will indemnify NASDAQ OMX and hold NASDAQ OMX and its employees, officers, directors and other agents harmless from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by Subscriber with the terms and conditions hereof; (b) any third-party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under the Agreement. Each party warrants and represents and will indemnify and hold harmless (and in every case, NASDAQ OMX shall be permitted to solely defend and settle) another party (including NASDAQ OMX) and their officers, directors, employees and other agents, against any Claims or Losses arising from, involving or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party, its actions or omissions, equipment or other property. This right is conditioned on the indemnified party giving prompt written notice to the indemnifying party (as does not prejudice the defense) of the Claims or Losses and providing cooperation in the defense of the Claims or Losses (without waiver of attorney-client, work-product or other legal privilege, or disclosure of information legally required to be kept confidential).

10. TERMINATION. Subscriber acknowledges that NASDAQ OMX, when required to do so in fulfillment of statutory obligations, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Distributor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to NASDAQ OMX. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In addition to terminations permitted under the Distributor's agreement, this Agreement may be terminated by Subscriber with thirty (30) days written notice to Distributor and by NASDAQ OMX with thirty (30) days written notice either to Distributor or Subscriber. NASDAQ OMX may also alter any term of this Agreement with ninety (90) days written notice either to Distributor or Subscriber, and any use after such date is deemed acceptance of the new terms. In the event of Subscriber breach, discovery of the untruth of any representation of Subscriber, or where directed by the SEC in its regulatory authority, NASDAQ OMX may terminate this Agreement with not less than three (3) days written notice to Subscriber provided either by NASDAQ OMX or Distributor.

11. AMENDMENTS/AGREEMENT. Except as otherwise provided herein, no provision of this Agreement may be amended, modified or waived. No failure on the part of NASDAQ OMX or Subscriber to exercise, no delay in exercising and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. If any of the provisions of this Agreement or application thereof to any individual, entity or circumstance is held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to individuals, entities or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event of any conflict between the terms of this Agreement and of the Distributor's agreement, the terms of this Agreement shall prevail as between

NASDAQ OMX and Subscriber.

12. DEFINITIONS.

Act shall mean the Securities Exchange Act of 1934, applicable only to Information disseminated from a NASDAQ OMX Market in the United States.

Affiliate shall mean any individual, corporation, company, partnership, limited partnership, limited liability company, trust, association or other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such party.

Claims or Losses — Any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (a) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation or other indirect loss or damage), and (b) administrative costs, investigatory costs, litigation costs and auditors' and attorneys' fees and disbursements (including in-house personnel).

Distributor shall mean Distributor and its Affiliates as identified in writing to NASDAQ OMX. For purposes of this agreement, "Distributor" shall mean "Vendor".

Distributor's Service — The service from a distributor, including the data processing equipment, software and communications facilities related thereto, for receiving, processing, transmitting, using and disseminating the Information to or by Subscriber.

FSA shall mean a Financial Services Authority in Sweden, the United Kingdom, or other jurisdiction other than the United States.

Information shall mean certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Distributor or from NASDAQ OMX relating to: a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; b) activities of a NASDAQ OMX Company; c) other information and data from a NASDAQ OMX Company. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.

NASDAQ OMX shall collectively mean The NASDAQ OMX Group, Inc., a Delaware limited liability company and its subsidiaries and Affiliates (collectively "NASDAQ OMX").

NASDAQ OMX Markets shall mean the regulated securities and options exchange subsidiaries of NASDAQ OMX and other regulated market subsidiaries of NASDAQ OMX, including, but not limited to , The NASDAQ Stock Market ("NASDAQ"), the OMX Nordic Exchange ("OMX"), NASDAQ OMX BX ("BX"), NASDAQ OMX PHLX ("PHLX"), the Philadelphia Board of Trade ("PBOT"), and NASDAQ OMX Europe. The NASDAQ OMX Markets are each a "NASDAQ OMX Market."

NASDAQ OMX Requirements — All (i) rules, regulations, interpretations, decisions, opinions, orders and other requirements of the SEC or an FSA, as may be applicable based upon the NASDAQ OMX Market from which the Information is received ; (ii) the rules and regulations, disciplinary decision and rule interpretations applicable to NASDAQ OMX Markets (iii) the NASDAQ OMX Markets' decisions, policies, interpretations, operating procedures, specifications, requirements, and other documentation that is regulatory or technical in nature (including, but not limited to, user guides) published on the NASDAQTrader website located at www.NASDAQTrader.com or another website accessible by and made known to Distributor; and (iv) all other applicable laws, statutes, rules, regulations, orders, decisions, interpretations, opinions, and other requirements, whether promulgated by the United States, England, Sweden or any other applicable jurisdiction (including in the area of intellectual property); and (v) the successors, as they may exist at the time, of the components of the NASDAQ OMX Requirements.

NASDAQ Trader shall mean the website located at www.NASDAQTrader.com or its successor site(s).

Or — Includes the word "and".

Person — Any natural person, proprietorship, corporation, partnership or other entity whatsoever.

Subscriber — When it appears alone, the word "Subscriber" encompasses all Non-Professional, Private, Professional and Business Subscribers. All subscribers are deemed Professional or Business unless they are qualified as Non-Professional or Private Subscriber.

U.S. Information	
Non-Professional Subscriber	<p>Any natural person who is NOT:</p> <p>(a) registered or qualified in any capacity with the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association or any commodities or futures contract market or association;</p> <p>(b) engaged as an "investment advisor" as that term is defined in <u>Section 202(a)(11) of the Investment Advisors Act of 1940</u> (whether or not registered or qualified under that Act); or</p> <p>(c) employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt.</p>
Professional Subscriber	All other persons who do not meet the definition of Non-Professional Subscriber.
Non-U.S. Information	
Private Subscriber	<p>A natural person for the purpose of managing the Subscriber's own personal investments and not for any business purpose, nor for the purpose of giving any form of advice to any other person. A Private Use Subscriber may not:</p> <p>(a) contract for, receive or use Information for the purpose of Private Use on behalf of any other person or any corporation, partnership, limited liability company, trust, association or other form of entity,</p> <p>(b) contract for, receive or use Information for the purpose of Private Use in any Service that is paid for by another person or any corporation, partnership, limited liability company, trust, association or other form of entity.</p> <p>A Private Use Subscriber shall, notwithstanding the above:</p> <p>(c) be permitted to contract for, receive or use Information on behalf of or paid for by another natural person (person B) provided that (1) its for the purpose of managing person B's own personal investments and not for any business purpose, and (2) person B have filed a power of attorney or equivalent documentation accordingly with Licensee,</p> <p>(d) be permitted to contract for, receive or use Information for Private Use on behalf of and/or paid for by a legal entity or other form of non-natural Person in which the Private Use Subscriber has full (100%) ownership and exercises full (100%) control,</p> <p>(e) Section (c) and (d) may not be combined.</p>
Business Subscriber	All other persons who do not meet the definition of Private Subscriber.

"System" shall mean any system NASDAQ OMX has developed for the creation and/or dissemination of Information.

NASDAQ OMX Global Subscriber Agreement

Appendix 1

NASDAQ OMX

1. INFORMATION. NASDAQ OMX offers Information that has been collected, validated, processed, and recorded by the System or other sources. For data offered from other sources, the governing laws shall apply as identified below.

Legal Entity and Principal Place of Business	Entity Type	Funds	Governing Laws
The NASDAQ OMX Group, Inc. One Liberty Plaza 165 Broadway, New York, New York 10006	Delaware Corporation	US Dollars	This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of New York, without reference to principles of conflicts of laws thereof. Subscriber hereby consents to submit to the jurisdiction of the courts in and of the state of New York in connection with any action or proceeding instituted relating to this Agreement.
NASDAQ OMX Information LLC One Liberty Plaza 165 Broadway, New York, New York 10006	Delaware Corporation	US Dollars	This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of New York, without reference to principles of conflicts of laws thereof. Subscriber hereby consents to submit to the jurisdiction of the courts in and of the state of New York in connection with any action or proceeding instituted relating to this Agreement.
OMX Nordic Exchange Oy Fabianinkatu 14, FI-00131 Helsinki	Finnish company	Euros	This Agreement shall be governed by and construed in accordance with the laws of Sweden. Any dispute that cannot be amicably settled that arises out of this Agreement shall be referred to arbitration and shall be conducted in accordance with the rules for expedited arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. All such proceedings shall be held in Stockholm, and shall be conducted in the English language, which shall also be the language of the documents.
NASDAQ OMX BX One Liberty Plaza 165 Broadway, New York, New York 10006	Delaware Corporation	US Dollars	This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of New York, without reference to principles of conflicts of laws thereof. Subscriber hereby consents to submit to the jurisdiction of the courts in and of the state of New York in connection with any action or proceeding instituted relating to this Agreement.
NASDAQ OMX PHLX 1900 Market Street Philadelphia, PA 19103	Delaware Corporation	US Dollars	This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of New York, without reference to principles of conflicts of laws thereof. Subscriber hereby consents to submit to the jurisdiction of the courts in and of the state of New York in connection with any action or proceeding instituted relating to this Agreement.

Legal Entity and Principal Place of Business	Entity Type	Funds	Governing Laws
NASDAQ OMX Europe London, England	British Company	British Pounds	This Agreement shall construed and enforced in accordance with, and the validity and performance hereof shall be governed by English law, without reference to principles of conflicts of laws thereof. Subscriber hereby consents to submit to the jurisdiction of the courts of England and Wales in connection with any action or proceeding instituted relating to this Agreement.
NASDAQ OMX Futures Exchange (NFX) 1900 Market Street Philadelphia, PA 19103	Delaware Corporation	US Dollars	This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of New York, without reference to principles of conflicts of laws thereof. Subscriber hereby consents to submit to the jurisdiction of the courts in and of the state of New York in connection with any action or proceeding instituted relating to this Agreement.
NASDAQ OMX Commodities AS Vollsveien 19, Granfos Næringspark 1324 Lysaker NORWAY	Norwegian Company	Euros	This Agreement shall be governed by and construed in accordance with the laws of Norway. Any dispute that cannot be amicably settled that arises out of this Agreement shall be referred to arbitration and shall be conducted in accordance with the Norwegian Arbitration Act 2004. Unless the parties agree otherwise such proceedings shall be held in Oslo, and shall be conducted in the English language, which shall also be the language of the documents. The proceedings as well as the verdict shall be confidential between the parties, except for information which a party is required to disclose by virtue of law or governmental order.

2. REQUIREMENTS OF SELF-REGULATORY ORGANIZATION; ACTIONS TO BE TAKEN IN FULFILLMENT OF STATUTORY OBLIGATIONS.

(a) Subscriber acknowledges that in the United States: (i) several of the NASDAQ OMX Markets are registered with the SEC as national securities exchanges pursuant to Section 6 of the Act, and FINRA is registered with the SEC as a national securities association pursuant to 15A of the Act; (ii) FINRA and NASDAQ OMX have a statutory obligation to protect investors and the public interest, and to ensure that quotation information supplied to investors and the public is fair and informative, and not discriminatory, fictitious or misleading; (iii) Section 19(g)(1) of the Act mandates that FINRA and NASDAQ OMX comply with the NASDAQ OMX Requirements; (iv) NASDAQ OMX has jurisdiction to enforce compliance with certain of the NASDAQ OMX Requirements; (v) FINRA has jurisdiction to enforce compliance with certain of the NASDAQ OMX Requirements; and (vi) NASDAQ OMX is obligated to offer terms that are not unreasonably discriminatory between Subscribers, subject to applicable NASDAQ OMX Requirements. Accordingly, Subscriber agrees that NASDAQ OMX, when required to do so in fulfillment of its statutory obligations, may, temporarily or permanently, unilaterally condition, modify or terminate the right of any or all individuals or entities to receive or use the Information. NASDAQ OMX shall undertake reasonable efforts to notify Subscriber of any such condition, modification or termination, and Subscriber shall promptly comply with any such notice within such period of time as may be determined in good faith by NASDAQ OMX to be necessary, consistent with its statutory obligations. Any Person that receives such a notice shall have available to it such procedural protections as are provided to it by the Act and the applicable rules thereunder.

(b) Subscriber acknowledges that, in Europe, NASDAQ OMX is obligated to offer terms that are not unreasonably discriminatory between Subscribers, subject to applicable NASDAQ OMX Requirements. NASDAQ OMX when required to do so in fulfillment of the its statutory obligations, may, temporarily or permanently, unilaterally condition, modify or terminate the right of any and all individuals or entities to receive or use the Information. NASDAQ OMX shall notify the Subscriber of any such condition, modification or termination, and the Subscriber shall promptly comply with any such notice within such period of time as may be determined in good faith by NASDAQ OMX to be necessary, consistent with its statutory obligations. If the Subscriber

receives such notice, it will have available to it all procedural protections provided to it by statute and any applicable regulatory rules.

(c) If Subscriber is a member of a NASDAQ OMX Market, then Subscriber expressly acknowledges and agrees that (i) this Agreement does not limit or reduce in any way Subscriber's obligations and responsibilities as a member of any applicable NASDAQ OMX Market; (ii) this Agreement does not in any way alter the procedures or standards generally applicable to disciplinary or other actions taken by NASDAQ OMX to enforce compliance with, or impose sanctions for violations of, the NASDAQ OMX Requirements; and (iii) the nonpayment of amounts due under this Agreement could result in the suspension or cancellation of Subscriber's membership in a NASDAQ OMX Market in accordance with the NASDAQ OMX Requirements.

Vendor Account Number

NYSE Account Number

**AGREEMENT FOR RECEIPT OF CONSOLIDATED NETWORK A DATA
AND NYSE MARKET DATA**

This Agreement permits the undersigned "Subscriber" to arrange with authorized vendors or with the New York Stock Exchange, Inc. ("NYSE"), as appropriate to receive any one or more Types of Market Data* and to use that Market Data for interrogation* display, tape* display or other purposes not entailing retransmission. This Agreement governs whichever Type(s) of Market Data, means of receipt and use(s) Subscriber receives, arranges and makes. Subscriber and NYSE agree to all terms and conditions of this Agreement.

Subscriber Name **Phone #**

Subscriber Address

City **State or Province:** **Zip Code** **Country** USA

Name and Title of Individual Signing: **Name** **Title**

Billing address (if different than above) :

Taxpayer ID/Social Security No/VAT # : Type of Business:

Check box if you are a member of:

- | | | |
|---|---|--|
| American Stock Exchange, LLC. <input type="checkbox"/> | Cincinnati Stock Exchange, Inc. <input type="checkbox"/> | New York Stock Exchange <input type="checkbox"/> |
| Boston Stock Exchange, Inc. <input type="checkbox"/> | Chicago Stock Exchange, Inc. <input type="checkbox"/> | Pacific Exchange, Inc. <input type="checkbox"/> |
| Chicago Board Options Exchange, Inc. <input type="checkbox"/> | National Association of Securities Dealers, Inc. <input type="checkbox"/> | Philadelphia Stock Exchange, Inc. <input type="checkbox"/> |

SUBSCRIBER

NEW YORK STOCK EXCHANGE, INC.
On behalf of the CTA Plan Participants (in respect of CTA Network A last sale information) and the CQ Plan Participants (in respect of CQ Network A quotation information) and on its own behalf solely (in respect of NYSE Securities Information*)

By: _____

By: _____

Dated: _____

Dated: _____

PART 1: PROVISIONS OF GENERAL APPLICABILITY

1. DEFINITIONS

(a) "Authorizing SRO" means each of the authorizing self-regulatory organizations (i.e., each CTA Plan Participant, each CQ Plan Participant and NYSE).

(b) "Interrogation," as used to differentiate devices and displays, refers to (i) displaying Market Data for a security in response to Subscriber's specific inquiries or (ii) displaying changes in Market Data as they occur for a limited number of securities specified by Subscriber.

(c) "Market Data" means (i) CTA Network A last sale information, (ii) CQ Network A quotation information, (iii) NYSE bond last sale information, (iv) NYSE bond quotation information, (v) NYSE index information and (vi) each other category of market information made available by NYSE as NYSE may designate from time to time. Each of the above categories includes all information that derives from the category's information. Stock and bond last sale prices and information deriving from those prices cease to be "Market Data" 15 minutes after the Authorizing SRO(s) make the prices available over their low speed data transmission facilities. NYSE may alter such period from time to time on 60 days' written notice to Subscriber.

(d) "NYSE Securities Information" means the Types of Market Data enumerated or referred to in clauses (iii)-(vi) of Paragraph 1(c).

(e) "Person" includes any natural person or proprietorship or any corporation, partnership or other organization.

*Whenever an asterisk follows the first use of a term, Paragraph 1 defines the term.

(f) "Processor" means the processor under the CTA Plan and CQ Plan.

(g) "Subscriber Device" means a component of Subscriber Equipment* that provides an interrogation display, a tape display or both displays.

(h) "Subscriber Equipment" means any display device, computer, software, wires, transmission facility or other equipment by which Subscriber receives, displays or otherwise uses Market Data.

(i) "Tape," as used to differentiate devices and displays, refers to displaying on a current and continuous basis (i) last sale prices as made available over the data transmission facilities of one or more Authorizing SROs or as retransmitted by an authorized vendor or (ii) a subset of the prices so made available or retransmitted that Subscriber selects on the basis of, for example, transaction size or security.

(j) "Type of Market Data" means the Market Data in any of the categories enumerated or referred to in Paragraph 1(c).

2. PROPRIETARY NATURE OF DATA-Each Authorizing SRO asserts a proprietary interest in its "Relevant Market Data" (i.e., the Market Data that it furnishes to the Processor and in case of NYSE, that it otherwise makes available).

3. NYSE CAPACITY; ENFORCEMENT-Whenever this Agreement requires "NYSE" to take any action, or to receive any payment, information or notice, as to any Type of Market Data, NYSE acts on behalf of the Authorizing SRO(s) for the Type of Market Data. Any Authorizing SRO may enforce this Agreement as to its Relevant Market Data, by legal proceeding or otherwise, against Subscriber and may likewise proceed against any person that obtains its Relevant Market Data other than as this Agreement contemplates. Subscriber shall pay the reasonable attorneys' fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

4. CHARGES

(a) PAYMENT-Subscriber shall pay in United States dollars the applicable charge(s) as from time to time in effect, plus any applicable tax. Charges apply for receipt of Market Data whether or not used.

(b) BILLING-Subscriber will be billed in advance for recurring data and equipment charges on a periodic basis (monthly unless otherwise notified) based upon information that Subscriber or authorized vendors report. Subscriber will be billed upon incurrence for one-time charges, such as those relating to installations, relocations and provision of additional equipment facilities. Subscriber shall pay invoices promptly upon receipt. Errors in and omissions from invoices, and errors or delays in sending, or failures to send or receive, invoices, do not relieve Subscriber of its payment obligations.

5. DATA SECURITY

(a) RETRANSMISSION PROHIBITED-Subscriber shall use Market Data only for its individual use in its business. Subscriber shall neither furnish Market Data to any other person nor retransmit Market Data among its premises.

(b) CONTROL OF EQUIPMENT-Subscriber shall assure that it or its partners or officers and employees have sole control or physical possession of, and sole access to Market Data through, Subscriber Equipment.

(c) DISPLAYS ACCESSIBLE TO THE GENERAL PUBLIC-Notwithstanding the limitations of Paragraphs 5(a) and 5(b), Subscriber may install one or more Subscriber Devices on enclosed portions of premises to which the general public has access if Subscriber (i) controls the premises and access to them and (ii) gives NYSE written notice of the installation. Subscriber may permit individuals who are passing through or visiting the premises to operate or to view the devices on a sporadic basis, and for limited periods of time, during their temporary presence on the premises.

(d) EQUIPMENT SECURITY-Subscriber understands that this Paragraph 5 requires Subscriber to carefully locate and protect Subscriber Equipment. Subscriber shall abide by any written requirements that NYSE specifies to regulate the location or connection of Subscriber Equipment or to otherwise assure compliance with this Paragraph 5. Subscriber guarantees that any person installing or maintaining Subscriber Equipment will comply with this Paragraph 5.

(e) INSPECTION-At any reasonable time, Subscriber shall assure that authorized representatives of NYSE have access to the premises at which Subscriber Equipment is located, and, in the presence of Subscriber's officials, the rights to examine the equipment and to observe Subscriber's use of the equipment.

6. DATA NOT GUARANTEED-Neither NYSE, any other Authorizing SRO nor the Processor (the "disseminating parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any disseminating party. No disseminating party shall be liable in any way to Subscriber or to any other person for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message, or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission (ii) of nonperformance, or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any disseminating party or to any "force majeure" (i.e., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of any disseminating party.

*Whenever an asterisk follows the first use of a term, Paragraph 1 defines the term.

7. DISSEMINATION DISCONTINUANCE OR MODIFICATION-The Authorizing SROs may discontinue disseminating any Type of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages to Subscriber.

8. DURATION; SURVIVAL-Subject to Paragraph 7, either Subscriber or NYSE may terminate this Agreement on 30 days' written notice to the other. In addition, this Agreement terminates 90 days after Subscriber no longer has the ability to receive Market Data as contemplated by this Agreement. Withdrawal of an Authorizing SRO other than NYSE from the CTA Plan and the CQ Plan terminates this Agreement solely as to that Authorizing SRO. Withdrawal of NYSE from the CTA Plan and CQ Plan terminates this Agreement as to all other Authorizing SROs. Paragraphs 3, 5(d), 6, 15(c), 15(e) and 16(e) survive termination of this Agreement.

9. ENTIRE AGREEMENT: MODIFICATIONS-This writing contains the entire agreement between the parties in respect of its subject matter. This Agreement supersedes each previous agreement between Subscriber and NYSE pursuant to which Subscriber has been receiving Market Data except insofar as the earlier agreement covers receipt of Market Data through direct or indirect access to the high speed line described in the CTA Plan or the CQ Plan or any comparable high speed transmission facility that NYSE uses to make NYSE Securities Information available. The parties may only modify this Agreement by a writing signed by or on behalf of each of them.

10. ASSIGNMENTS-Subscriber may not assign all or part of this Agreement without the written consent of NYSE.

11. GOVERNING LAW; CONSTRUCTION-The laws of the State of New York govern this Agreement. It shall be interpreted in accordance with those laws. In prohibiting Subscriber from doing any act, this Agreement also prohibits Subscriber from doing the act indirectly (e.g., by causing or permitting any other person to the act).

12. APPLICABILITY OF 1934 ACT AND PLANS-This Agreement is subject to the Securities and Exchange Act of 1934, the rules under that act, the CTA Plan (as to CTA Network A last sale information) and the CQ Plan (as to CQ Network A quotation information).

13. NOTICES; NOTIFICATION OF CHANGES-The parties shall send communications relating to this Agreement to:

New York Stock Exchange, Inc.	Subscriber (as above)
11 Wall Street	
New York, New York 10005	
Attention: Director of Market Data	

Subscriber and NYSE may each change its address by written notice to the other. Subscriber shall give NYSE prompt written notice of any change in (a) the Subscriber information listed above, (b) any other information provided to NYSE in connection with initiating the receipt of any Type of Market Data, or (c) any description provided pursuant to Paragraph 15(d).

PART II: SPECIAL PROVISIONS

This Part II applies only to the extent that Subscriber's activity or equipment falls within the scope of one or more of Paragraphs 14 through 16.

14. SECURITIES PROFESSIONALS: FURNISHING DATA TO CUSTOMERS AND BRANCH OFFICES

(a) SCOPE-This Paragraph 14 applies if Subscriber is a securities professional, such as a registered broker-dealer or investment adviser, and is an exception to Paragraphs 5(a), 5(b) and 5(c).

(b) LIMITED PROVISION OF DATA-Solely in the regular course of its securities business, Subscriber may occasionally furnish limited amounts of Market Data to its customers and clients and to its branch offices. Subscriber may so furnish Market Data to its customers and clients who are not on Subscriber's premises solely (i) in written advertisements, educational material, sales literature or similar written communications. or (ii) during telephonic voice communication not entailing the use of computerized voice synthesization or similar technology. Subscriber may so furnish Market Data to its branch offices solely (i) as provided in the preceding sentence, or (ii) through manual entry of the data over its teletype network. Subscriber shall not permit any customer or client to take physical possession of Subscriber Equipment. Subscriber shall abide by any additional limitations that NYSE specifies in writing.

15. REPORTING: RECORDS: EQUIPMENT DESCRIPTION

(a) SCOPE-This Paragraph 15 applies whenever an authorized vendor cannot know (e.g., by virtue of installing equipment or recognizing electronically a unique device identifier) all information necessary to bill Subscriber for applicable charge(s). For example, this Paragraph 15 typically applies to (i) Subscriber Devices not leased from NYSE or an authorized vendor, (ii) portable Subscriber Devices and Subscriber Devices that use portable components (e.g., software) to receive Market Data and (iii) Subscriber's receipt of Market Data through synthesized voice responses over telephones.

(b) REPORTING-Subscriber shall furnish to NYSE in writing such information, in such form and at such times, as NYSE may reasonably specify from time to time to permit billing of Subscriber for applicable charge(s). However, if an authorized vendor provides Market Data to any Subscriber Device, Subscriber shall furnish information regarding the device to the vendor instead of NYSE unless NYSE notifies Subscriber otherwise in writing.

*Whenever an asterisk follows the first use of a term, Paragraph 1 defines the term.

(c) RECORDS-Subscriber shall maintain the records upon which it bases its reporting for two years following the period to which the records relate. Solely to monitor Subscriber's compliance with this Paragraph 15, authorized representatives of NYSE may examine and verify those records at any reasonable time in the presence of Subscriber's officials.

(d) EQUIPMENT DESCRIPTIONS-Upon NYSE's written request, Subscriber shall provide NYSE with a description acceptable to NYSE of any Subscriber Equipment that an authorized vendor or an Authorizing SRO does not supply.

(e) INDEMNIFICATION-Subscriber shall indemnify and hold harmless each Authorizing SRO from and against any liability, loss or damages caused by (i) any inaccuracy in or omission from, (ii) Subscriber's failure to furnish or to keep, or (iii) Subscriber's delay in furnishing or keeping, any report or record that this Paragraph 15 requires. Subscriber shall do so even if Subscriber depends on information from a third party and the third party caused the inaccuracy, omission, failure or delay. Without limiting the generality of the foregoing, if NYSE determines that, as a consequence of any such inaccuracy, omission, failure or delay, applicable Subscriber charges were not billed when incurred, Subscriber may be billed for those charges and Subscriber shall promptly pay those charges plus any applicable tax.

16. EQUIPMENT SUPPLIED BY AUTHORIZING SROS

(a) SCOPE: DEFINITION This Paragraph 16 applies to Subscriber Equipment that one or more Authorizing SROs supply ("SRO Equipment").

(b) OWNERSHIP-The Authorizing SRO(s) or their supplier(s) own SRO Equipment. Subscriber shall not relocate, remove or alter SRO Equipment, or attach to SRO Equipment any equipment other than authorized equipment that an authorized vendor supplies, without NYSE's written consent. Subscriber shall return SRO Equipment in the same condition as it was when installed except for normal wear and tear and for failures for which the Authorizing SROs are responsible under Paragraph 16(d).

(c) ACCESS TO PREMISES-Subscriber shall assure that authorized representatives of the Authorizing SRO's and of their suppliers and service contractors may install, repair, maintain, relocate and replace SRO Equipment, and may remove any SRO Equipment that Subscriber no longer wants or to which it is no longer entitled, at any reasonable time.

(d) SITE PREPARATION AND MAINTENANCE-Subscriber shall prepare the site for SRO Equipment in a manner acceptable to the Authorizing SROs and shall bear all costs of providing adequate space and power. The Authorizing SROs shall maintain SRO Equipment subject to applicable charges. Maintenance includes repair or replacement of failed SRO Equipment and parts as necessary. Extraordinary charges may apply if Subscriber caused the failure.

(e) WARRANTY AND SCOPE OF LIABILITY-THE AUTHORIZING SROS PROVIDE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Paragraph 16(d) sets forth the Authorizing SROs' entire liability for performance of SRO Equipment. The Authorizing SROs' liability to Subscriber for any liability, loss or damages relating to SRO Equipment other than for the cost of maintaining, repairing or replacing SRO Equipment, whether based in contract, in tort (including negligence and strict liability) or any other theory, shall in the aggregate not exceed the lesser of (i) \$1000 or (ii) the total charges to Subscriber under this Agreement for the period preceding the breach or injury. The foregoing limitations do not apply to personal injury claims. In no event shall any Authorizing SRO be liable (i) for any indirect, incidental, special, consequential or punitive liability, loss or damages relating to SRO Equipment, regardless of the form of the action and foreseeability of the liability, loss or damages, or (ii) for any liability, loss or damages due to any "force majeure" (see Paragraph 6) or for any other cause beyond the reasonable control of the Authorizing SRO.

**Addendum to Agreement for Receipt of Consolidated Network A
Data and NYSE Market Data: Payment by Third Party
(PLEASE TYPE)**

As indicated in the Subscriber "Agreement for Receipt of Consolidated Network A Data and NYSE Market Data" to which this Addendum is attached, the undersigned subscriber has requested the receipt of Network A market data. Subscriber has also requested that the New York Stock Exchange, Inc. ("NYSE") permit a third party (the "Payor") to assume responsibility for payment of the applicable charges for Subscriber's receipt of Network A market data as detailed:

SUBSCRIBER						
	Company Name		Authorized Signature		Billing Address	
	NYSE Account No.	Date	Print or Type Name		City, State, Postal Code, Country	
				Telephone No.		
				Email Address		

PAYOR	Triad Securities Corp.		111 Broadway		212-349-8060	
	Company Name		Authorized Signature		Billing Address	
			Ken Fisher		NY, NY 10006, USA	
	NYSE Account No.	Date	Print or Type Name		City, State, Postal Code, Country	
				Telephone No.		
				Email Address		
<p>Please select applicable arrangement from the following list. Addendum will <u>not</u> be accepted by The NYSE if this area is left blank.</p> <p><input type="checkbox"/> Agree to pay for all market data services for this account.</p> <p><input type="checkbox"/> Agree to pay for all market data services provided by <u>my organization</u> to this account.</p> <p><input checked="" type="checkbox"/> Agree to pay for only services supplied by the following vendor(s) to this account: <u>Direct Access Financial</u></p> <p><input type="checkbox"/> Other (please explain) _____</p>						
Effective Date for Third Party Billing		Cancellation Date for Third Party Billing Arrangement (60-day notice)			Signature of Individual Canceling Third Party Billing	

- In consideration for the NYSE's approval of this "third party payment" arrangement, the undersigned parties agree as follows:
- If Payor signifies to NYSE in writing that it is providing one or more types of Market Data to you in reliance on the safe harbor provisions of paragraph (e) of section 28 of the 1934 Act, NYSE agrees to waive Subscriber's obligation under the attached Subscriber Agreement to pay the applicable charges for its receipt of Network A market data.
 - Subscriber agrees to comply with all other conditions and obligations of the Subscriber Agreement.
 - Payor for its part (a) agrees to assume full responsibility for payment of the applicable market data charges; (b) agrees to provide 60-days' prior written notice to NYSE in the event this "third party payment" arrangement between Subscriber and Payor is terminated; and (c) acknowledges its continuing responsibility for payment of all market data charges incurred and unpaid on the date such termination notice is received by NYSE.
 - Subscriber hereby acknowledges Payor's assumption of Subscriber's payment obligations.
 - In the event Payor notifies NYSE of the termination of the "third party payment" arrangement, NYSE will in turn notify Subscriber that, unless NYSE is promptly notified to discontinue the market data service to Subscriber, the service will continue to be provided to Subscriber, with Subscriber thereafter being fully responsible for payment of all applicable charges.
 - Absent notice of termination of the "third party payment" arrangement, in the event Payor simply fails to pay any applicable charge due and outstanding, NYSE will notify both the Payor and Subscriber that it will no longer authorize Subscriber to receive the market data service unless Payor promptly remits full payment of the outstanding amount to NYSE.

NEW YORK STOCK EXCHANGE, INC.
On behalf of the CTA Plan Participants (in respect of CTA Network A last sale information) and the CQ Plan Participants (in respect of CQ Network A quotation information) and on its own behalf solely (in respect of NYSE Securities Information).
Authorized NYSE Signature
Date

Please return completed forms to:

New York Stock Exchange
Market Data Department
11 Wall Street – 21st Floor
New York, NY 10005
Fax No. (212) 656-5848

Dated: 9/30/05

OPTIONS PRICE REPORTING AUTHORITY Professional Subscriber Agreement

The undersigned ("Subscriber") hereby applies to Options Price Reporting Authority, LLC ("OPRA") for the privilege of receiving current options last sale and quotation information and other information transmitted over the information reporting system administered by OPRA (the "Information"). OPRA conducts its affairs pursuant to that certain Limited Liability Company Agreement of Options Price Reporting Authority, LLC dated as of January 1, 2010, as it may be amended from time to time. Said Agreement is a National Market System Plan as defined in Rule 600(b)(43) of Regulation NMS under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and said Agreement as amended from time to time accordingly is referred to in this Agreement as the "Plan." The Plan authorizes the exchanges that are from time to time parties to the Plan to act jointly to disseminate the Information. Such exchanges, in respect of the time during which they are parties to the Plan, are hereinafter sometimes collectively referred to as the "Participant Exchanges" and individually as a "Participant Exchange".

As a condition of being approved to receive the Information, Subscriber hereby represents to and agrees with OPRA as follows:

1. Subscriber's full name and business address is:

2. The business conducted by Subscriber is: _____
3. For the privilege of receiving the Information, Subscriber agrees to pay OPRA fees in such amount and at such times as shall be established by OPRA from time to time and set forth in a written notice to Subscriber plus any applicable federal, state or local taxes. No increase in such fees shall be effective less than thirty (30) days after written notice of such increase is sent to Subscriber.
4. The last sale and quotation information included in the Information is and shall remain the property of the respective Participant Exchange on which the reported transaction took place or the reported quotation was entered. Neither any Participant Exchange nor any other provider to OPRA shall be deemed to have waived any of its proprietary interests in any Information as a result of the furnishing of the same to Subscriber by OPRA. Subscriber shall make no use of the Information except in compliance with the terms of this Agreement.
5. Subscriber shall receive the Information only at its principal place of business and/or its branch offices and only for internal use in its business. Subscriber shall not, without the prior approval of OPRA, furnish the Information, nor permit the Information to be furnished, to any other person or place.
6. Subscriber is not engaged in, and will not engage in, the operation of any illegal business and will not use, or permit anyone else to use, the Information for any illegal purpose.
7. Subscriber shall at all reasonable times permit OPRA, through OPRA's duly authorized representatives and upon reasonable notice during ordinary business hours, to have access to Subscriber's records with respect to its use of OPRA Data and the locations where the Information is received for the purpose of observing the use made of the Information; provided, however, that this right of inspection shall extend only so far as may be necessary to insure compliance by Subscriber with the provisions of this Agreement and any Riders hereto and that, at the request of Subscriber, OPRA shall maintain the confidentiality of any confidential or proprietary information concerning Subscriber's use of the Information. Subscriber shall maintain each record pertaining to its use of OPRA Data in a reasonably accessible place and in a manner that is reasonably secure in accordance with standard industry practice for not less than three years.
8. NEITHER OPRA, OPRA'S PROCESSOR NOR ANY PARTICIPANT EXCHANGE GUARANTEES THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION, AND NEITHER OPRA, OPRA'S PROCESSOR NOR ANY PARTICIPANT EXCHANGE SHALL BE LIABLE IN ANY WAY TO SUBSCRIBER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGES, COST OR EXPENSE WHICH MAY ARISE FROM ANY FAILURE OF PERFORMANCE BY OPRA, OPRA'S PROCESSOR OR ANY PARTICIPANT EXCHANGE, OR FROM ANY DELAYS, INACCURACIES, ERRORS IN, OR OMISSIONS FROM ANY OF THE INFORMATION OR THE TRANSMISSION OR DELIVERY THEREOF, WHETHER OR NOT DUE TO ANY NEGLIGENT ACT OR OMISSION ON THE PART OF OPRA, OPRA'S PROCESSOR OR ANY PARTICIPANT EXCHANGE. IN NO EVENT SHALL OPRA, OPRA'S PROCESSOR OR ANY PARTICIPANT EXCHANGE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, OR DAMAGES RESULTING FROM INCONVENIENCE OR LOSS OF USE OF THE SERVICE.
9. The Subscriber's privilege of receiving the Information hereunder shall continue in force until the expiration of thirty (30) days after written notice shall have been delivered by Subscriber to OPRA or by OPRA to Subscriber of an intention to terminate this Agreement, unless sooner terminated by OPRA in accordance with paragraph 10 hereof.
10. Notwithstanding the provisions of paragraph 9 above, Subscriber's privilege of receiving the Information hereunder may be denied or terminated forthwith at any time by OPRA upon a determination that Subscriber has violated any provision of this Agreement or that such action is necessary or appropriate in the public interest or for the protection of investors. In the event OPRA does not approve Subscriber to receive the Information or subsequently terminates Subscriber's privilege of receiving the Information for reasons other than the non-payment of fees specified from time to time by OPRA as provided in paragraph 3 hereof, such action shall be taken only after Subscriber has been given notice and opportunity for a hearing; provided, however, that OPRA may terminate Subscriber's privilege of receiving the Information prior to such notice and hearing where it is determined that immediate termination is appropriate and in the public interest or for the protection of investors, in which event Subscriber shall be entitled to notice and hearing as soon as practicable following such termination. When Subscriber is adversely affected by final action of OPRA pursuant to this paragraph, Subscriber shall be entitled to have such action reviewed in accordance with the applicable rules and regulations of the Securities and Exchange Commission.
11. Nothing herein shall be deemed to prevent, or restrict in any manner whatsoever, the exercise by OPRA of its rights, without any notice and without any liability to Subscriber or to any other person, to furnish, or to contract with any other person to furnish, any element of Information by any means whatever, or to attach devices or equipment of any design or manufacture to circuits carrying Information, on such terms and conditions as OPRA may determine. OPRA may: (a) make such changes in the speed of transmission, the specifications governing the format of Information, or other characteristics of the Information as OPRA may from time to time determine (even if such changes would require that Subscriber make changes in its service or equipment), or

(b) discontinue furnishing elements of Information to Subscriber, or (c) discontinue circuits carrying Information; provided, however, that OPRA agrees to give Subscriber prior notice (up to ninety (90) days, and not less than sixty (60) days) of any such action.

- 12. Neither OPRA nor any Participant Exchange shall be liable to Subscriber or to any other person or entity for any amount which Subscriber may be obligated to pay the supplier or lessor of any equipment through which Subscriber receives the Information.
- 13. Subscriber certifies the accuracy of the information provided herein and agrees to inform OPRA promptly at its address set forth below of any changes in such information and to furnish OPRA any additional information requested by it in connection with Subscriber's receipt of the Information.
- 14. The terms and conditions hereof shall be subject to any applicable provisions of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and any rules and regulations promulgated thereunder. Subject only to the foregoing, this Agreement, together with any Riders to this Agreement that are in effect from time to time, constitutes the entire agreement between OPRA and Subscriber relating to the furnishing of Information to Subscriber and the use thereof. This Agreement supersedes any previous agreement between OPRA and Subscriber with respect to such subject matter; provided, that any Riders (including, without limitation, any Direct Circuit Connection Rider, Indirect (Vendor Pass-through) Circuit Connection Rider, and any Voice-Synthesized Market Data Service Rider) to any such previous agreement shall continue in effect as Riders to this Agreement unless terminated or superseded in accordance with their respective terms. This Agreement and any Riders hereto shall be construed in accordance with and governed by the laws of the State of Illinois.
- 15. Subscriber shall not assign this Agreement in whole or in part without the prior written consent of OPRA, except that (subject to OPRA's right to terminate this Agreement pursuant to Section 9) Subscriber may assign this Agreement in its entirety to a successor entity upon merger or consolidation of Subscriber, or to an entity acquiring all or substantially all of the property, assets and business of Subscriber, in each case provided that the successor entity agrees to be bound by this Agreement in its entirety. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the assignees and successors of the parties hereto.

Dated: _____, _____

Name of Subscriber _____

By: _____

Name: _____

Title: _____

BILLING INFORMATION TO BE COMPLETED BY SUBSCRIBER
 (Notify OPRA promptly of any changes to the following information)

Subscriber Name _____

Bill to the attention of _____

Address _____

Phone Number _____

Fax No. and Email address _____

Vendor(s) providing service _____

Vendor Account number _____

FOR OPRA USE ONLY

Subscriber No. _____

Location No. _____

Start Date _____

Number of Devices _____

1209

OPTIONS PRICE REPORTING AUTHORITY
 400 SOUTH LASALLE STREET
 CHICAGO, ILLINOIS 60605
 USA
 (312) 786-7195
 opr-ar@cboe.com

Options Price Reporting Authority
400 S. LaSalle St.
Chicago, IL 60605
Phone (312) 786-7195
Fax (312) 786-8808

THIRD PARTY BILLING AGREEMENT

The party identified below as "Subscriber" (the "Subscriber") has requested the receipt of Information from the committee of exchanges designated as the Options Price Reporting Authority ("OPRA") and has entered into a Professional Subscriber Agreement with OPRA (the "Subscriber Agreement") for that purpose. Subscriber has requested that OPRA permit the party identified below as "Payor" (the "Payor") to assume responsibility for payment of the applicable charges for Subscriber's receipt of the Information described below. The purpose of this Third Party Payment Agreement (this "Agreement") is to establish terms and conditions with respect to payment of such charges. The term "Information" is used in this Agreement with the meaning assigned to it in the Subscriber Agreement.

In consideration for OPRA's agreement to waive Subscriber's obligation under the Subscriber Agreement to pay the applicable charges for its receipt of the Information described below, Subscriber and Payor hereby agree as follows:

- Subscriber agrees to comply with all other conditions and obligations of the Subscriber Agreement.
- Payor agrees to assume full responsibility for payment directly to OPRA of the applicable charges for the Information described below under the Subscriber Agreement. Subscriber hereby acknowledges such assumption by Payor. Payor agrees to promptly notify OPRA if the arrangement between Subscriber and Payor described in this Agreement is terminated. Payor acknowledges its continuing responsibility for payment of all such charges incurred prior to the date notice of such termination is received by OPRA.
- If OPRA is notified by Payor of termination of the arrangement described in this Agreement, OPRA will notify Subscriber that, unless OPRA is promptly notified to discontinue the service of providing the Information described below to Subscriber, OPRA will continue to provide such service to Subscriber, and Subscriber will be responsible for payment of all applicable charges. If Payor fails to make any payment under this Agreement when due, OPRA may notify Payor and Subscriber that it is terminating the arrangement described in this Agreement, and discontinue providing the Information described below to Subscriber unless Subscriber acknowledges responsibility for payment of all charges for its receipt of such Information thereafter.

SUBSCRIBER

OPRA Account # _____

Please indicate whether this arrangement covers:
all service in account
specific service in account (list vendors):

Company Name: _____

Address _____

Signed _____
(Subscriber Authorized Signature)

Print Name _____

Title _____

Date _____

Phone No. _____

E-mail _____

PAYOR

Company Name Triad Securities Corp.

Billing Address 111 Broadway
NY, NY 10006

Attention: Ken Fisher

Signed _____
(Payor Authorized Signature)

Print Name Ken Fisher

Title _____

Date _____

Phone No. 212-349-8060

E-mail _____

(For OPRA Use Only)

Approved: Options Price Reporting Authority

By: _____

Dated: _____



**MARKET DATA DISTRIBUTION AGREEMENT
APPENDIX A-1
SUBSCRIBER AGREEMENT**

THIS AGREEMENT, dated as of the date indicated below, by and among the Vendor and the Subscriber, each as identified below.

PLEASE NOTE THAT PINK OTC MARKETS IS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE MODIFIED BY THE VENDOR, BUT MAY BE AMENDED BY PINK OTC MARKETS PURSUANT TO A PROCEDURE THAT PROVIDES FOR NOTICE TO THE VENDOR. FAILURE TO TERMINATE THE AGREEMENT BEFORE, OR USE OF THE INFORMATION AFTER, SUCH AN AMENDMENT CONSTITUTES CONSENT TO THE AMENDMENT BY THE SUBSCRIBER. THE VENDOR IS OBLIGATED TO PROVIDE NOTICE TO THE SUBSCRIBER OF ANY SUCH AMENDMENT, BUT THE AMENDMENT WILL NONETHELESS BE EFFECTIVE WHETHER OR NOT THE VENDOR PROVIDES OR FAILS TO PROVIDE SUCH NOTICE.

1. **Definitions.**

- a. **"Pink OTC Markets"** shall mean Pink OTC Markets Inc., a Delaware corporation and its affiliates.
- b. **"Information"** shall mean the information and data, including information, goods and services provided by Third Party Information Providers, contained in Pink OTC Markets' proprietary electronic quotation service data feed ("Pink Feed") provided to Subscriber by Vendor.
- c. **"Claims and Losses"** shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements, and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (1) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, or other indirect loss or damage) and (2) administrative costs, investigatory costs, litigation costs, and auditors' and attorneys' fees and disbursements (including in-house personnel).
- d. **"Investment Accounting"** shall mean use of the Information for portfolio valuation, preparation of client investment statements, preparation of financial statements pursuant to U.S. GAAP, IASB/IFRS or National Accounting Standards, or preparation of regulatory and other reports for Net Capital and FINRA FOCUS reports, Fund Valuation (Net Asset Value) reports, and other similar reports.
- e. **"Non-Professional Subscriber"** shall mean any natural person using the Information that is not (a) registered or qualified in any capacity with the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association, (b) an "investment adviser" as defined in Section 202(a)(11) of the Investment Advisers Act of 1940 (whether or not registered or qualified thereunder), without taking account of the exclusions to such definition contained in such section, (c) employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for or by an organization except for such exemption or (d) using, or planning to use, to reproduce, duplicate, copy, sell, trade, resell or exploit or make any other use of, any part of, or the use of, or access to, the Information for any commercial purpose.
- f. **"Professional Subscriber"** shall mean any Subscriber that is not a Non-Professional Subscriber.
- g. **"Subscriber"** shall mean Professional and Non-Professional Subscribers collectively.

h. **“Third Party Information Providers”** shall mean those individuals and entities that provide information, goods and services to Pink OTC Markets contained in the Pink Feed.

i. **“Vendor’s Service”** shall mean the service provided by the Vendor, including the data processing equipment, software, and communications facilities related thereto, for transmitting and disseminating the Information to, for use by, Subscriber.

j. **“Vendor”** shall mean the person transmitting and disseminating the Information to Subscriber.

2. **Right to Receive Information; Payments by a Professional Subscriber.** Subscriber is granted the right to receive from Pink OTC Markets the Information subject to the terms and conditions herein. In the event that a Professional Subscriber is required to make any payment directly to Pink OTC Markets under this Agreement, payment in full is due in immediately available U.S. funds within 30 days of the date of an invoice, whether or not use is made of, or access is made available to, the Information. Interest shall be due from the date of the invoice to the time that the amount(s) that are due have been paid. Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Subscriber or Pink OTC Markets (except for U.S. federal, state, or local income taxes, if any, imposed on Pink OTC Markets) by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest, relating to the provision of the Information to Subscriber.

3. **Use of Information.** Pink OTC Markets hereby provides to Subscriber a non-exclusive, non-assignable, non-transferable license to receive and use the Information only for the personal, non-commercial use of the Non-Professional Subscriber and the internal business use or personal, non-commercial use of the Professional Subscriber. By representing to Vendor that Subscriber is a Non-Professional Subscriber, or by continuing to receive the Information at a Non-Professional Subscriber rate, Subscriber is affirming to Vendor and Pink OTC Markets that Subscriber meets the definition of Non-Professional Subscriber as set forth in paragraph 1 above. Subscriber will give prompt written notice to Vendor of any change in the name or place of residence or place of business at which the Information is received. Except to the extent that a Professional Subscriber is permitted to distribute data derived from the Information pursuant to an external derived data license authorized by Pink OTC Markets, Subscriber may not sell, lease, furnish or otherwise permit or provide access to the Information to any other person or to any other office, or place; **provided, however,** that Professional Subscribers may furnish Information to customers, on a non-continuous basis, using only the following limited methods: (a) In written advertisements, correspondence, or other literature, or (b) during voice telephonic conversations not entailing computerized voice, automated information inquiry systems, or similar technologies. Subscriber will not engage in the operation of any illegal business or use or permit anyone else to use the Information, or any part thereof, for any illegal purpose. Subscriber shall not use the Information for Investment Accounting except in connection with the End-of-Day Pricing Service. Subscriber may not present the Information in any unfair, misleading, or deceptive format. Subscriber shall take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.

4. **Modifications to Pink OTC Markets’ System.** Subscriber acknowledges that Pink OTC Markets may, in its sole, absolute and unfettered discretion, make modifications to its system or the Information from time to time and at any time. Such modifications may require corresponding changes to be made in Vendor’s Service. Such changes, or the failure to make timely changes, by Vendor or Subscriber may sever or otherwise adversely affect Subscriber’s access to or use of the Information. Subscriber agrees that Pink OTC Markets shall have no responsibility or liability whatsoever for any such adverse effects.

5. **Intellectual Property Rights.** Subscriber agrees not to use the Information for any purpose that is inconsistent with the terms of this Agreement. Subscriber acknowledges and agrees that Pink OTC Markets has exclusive proprietary rights in the Information. Subscriber further acknowledges and agrees that Pink OTC Markets’ Third Party Information Providers have exclusive proprietary rights in their respective Information. In the event of any misappropriation or misuse, Subscriber agrees that the legal

remedies available to Pink OTC Markets or its Third Party Information Providers will not be adequate to prevent harm to each of their proprietary rights, and Pink OTC Markets and such Third Party Information Providers shall each have the right to obtain injunctive relief or other equitable remedies, individually or collectively, to protect each of their proprietary rights in such Information. Subscriber will attribute source as appropriate under all the circumstances.

6. **Restriction on Use by Certain Persons.** Subscriber acknowledges that Pink OTC Markets may by notice to Vendor unilaterally limit or terminate the right of any or all persons, including Subscriber, to receive or use the Information, and that Vendor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to Pink OTC Markets.

7. **Inspection.** Professional Subscriber shall make its premises available to Pink OTC Markets for physical inspection of Vendor's Service and of Professional Subscriber's use of the Information (including review of any records regarding use of, or access to, the Information and the number and locations of all devices that receive Information), all at reasonable times, upon reasonable notice, to ensure compliance with this Agreement. Non-professional Subscriber shall comply promptly with any reasonable request from Pink OTC Markets for information regarding the Non-Professional Subscriber's receipt, processing, display, redistribution or other use of the Information.

8. **LIMITED WARRANTIES; DISCLAIMER.** PINK OTC MARKETS WILL MAKE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE INFORMATION AS PROMPTLY AND AS ACCURATELY AS IS REASONABLY PRACTICABLE.

NOTWITHSTANDING THE FOREGOING, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT NO WARRANTY IS GIVEN THAT THE INFORMATION IS ERROR-FREE OR ACCURATE. THE INFORMATION AND ANY OTHER PRODUCT THAT PINK OTC MARKETS DIRECTLY OR INDIRECTLY PROVIDES ARE PROVIDED "AS IS." EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER PINK OTC MARKETS NOR ANY OF ITS LICENSORS, THIRD PARTY INFORMATION PROVIDERS AND SUPPLIERS MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. SUBSCRIBER EXPRESSLY ASSUMES ALL RISKS FROM USING THE INFORMATION, AND/OR RELATED PRODUCTS THAT PINK OTC MARKETS OR ITS LICENSORS, THIRD PARTY INFORMATION PROVIDERS AND SUPPLIERS DIRECTLY OR INDIRECTLY PROVIDE.

This Section applies to all claims irrespective of the cause of action underlying the claim, including, but not limited to breach of contract (even if in the nature of a breach of condition or a fundamental term or a fundamental breach) and tort (including but not limited to negligence or misrepresentation).

9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL ANY OF PINK OTC MARKETS, ITS LICENSORS, THIRD PARTY INFORMATION PROVIDERS OR SUPPLIERS BE LIABLE TO SUBSCRIBER, ITS VENDOR OR ANY OTHER PERSON FOR INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL LOSS OR DAMAGE (INCLUDING, BUT NOT LIMITED TO, TRADING LOSSES, LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED EXPENSES OF OPERATION, COST OF COVER, OR OTHER INDIRECT LOSS OR DAMAGE) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF ONE OR MORE OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN THE EVENT THAT THE INFORMATION IS NOT AVAILABLE OR ACCURATE AS A RESULT OF A FAILURE BY PINK OTC MARKETS TO PERFORM ITS OBLIGATIONS UNDER THE AGREEMENT, PINK OTC MARKETS WILL ENDEAVOR, GIVING DUE REGARD FOR THE COST, TIME, AND EFFECT ON OTHER PERSONS, TO CORRECT ANY SUCH FAILURE. IN THE EVENT THAT THE INFORMATION IS NOT AVAILABLE OR ACCURATE FOR A CONTINUOUS PERIOD OF FOUR (4) HOURS OR MORE DURING THE TIME THAT PINK OTC MARKETS REGULARLY TRANSMITS THE INFORMATION DUE TO THE INTENTIONAL FAULT OR GROSS NEGLIGENCE OF PINK OTC

MARKETS (EXCEPT FOR A REASON PERMITTED IN THE AGREEMENT), SUBSCRIBER'S OR ANY OTHER INDIVIDUAL'S OR ENTITY'S EXCLUSIVE REMEDY AGAINST PINK OTC MARKETS SHALL BE, AT PINK OTC MARKETS' OPTION, EITHER A PRORATED CREDIT OR A PRORATED REFUND OF ANY MONIES DUE TO PINK OTC MARKETS FROM SUBSCRIBER FOR THE INFORMATION AT ISSUE FOR THE PERIOD AT ISSUE.

SUBSCRIBER AND PINK OTC MARKETS UNDERSTAND AND AGREE THAT THE TERMS OF THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK AND LIMITATION OF LIABILITY.

10. **Force Majeure.** None of Pink OTC Markets, Vendor or Subscriber shall be liable for any delays or failures to perform any of its obligations hereunder to the extent that such delays or failures are due to circumstances beyond its reasonable control, including act of God, strikes, riots, acts of war (whether declared or undeclared), acts of terror or governmental regulations imposed after the date of this Agreement.

11. **Indemnification.** Subscriber shall defend, be liable to, indemnify against, and hold Pink OTC Markets, its employees, directors, officers, Third Party Information Providers and other agents (collectively, "Pink OTC Markets Indemnified Parties") harmless from, any and all Claims or Losses imposed on, incurred by or asserted against any of the Pink OTC Markets Indemnified Parties, as such Claims and Losses are incurred, as a result of or relating to: (a) any noncompliance by Subscriber with the terms and conditions hereof; (b) any third-party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under the Agreement.

Vendor, Subscriber and Pink OTC Markets shall indemnify and hold harmless (and in every case, Pink OTC Markets shall be permitted solely to defend and settle) each other and their respective officers, directors, employees, and other agents, against any Claims or Losses arising from, involving, or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party, its actions or omissions, equipment, or other property. This right is conditioned on the indemnified party giving prompt written notice to the indemnifying party (as does not prejudice the defense) of the Claims or Losses and providing cooperation in the defense of the Claims or Losses (without waiver of attorney-client, work-product or other legal privilege, or disclosure of information legally required to be kept confidential).

12. **Third-Party Agreement.** Subscriber agrees that Pink OTC Markets may enforce the terms of this Agreement against any person, whether or not Vendor or Subscriber is a party to any such action or against Subscriber itself. In any action there shall be available injunctive relief or damages, with the prevailing party being awarded costs and attorneys' fees.

13. **Conflicts.** In the event of any conflict between the terms of this Agreement and of the Vendor's agreement, the terms of this Agreement shall prevail as between Pink OTC Markets and Subscriber.

14. **Termination.** In addition to terminations permitted under the Vendor's agreement, this Agreement may be terminated by Subscriber on 30 days written notice to Vendor and by Pink OTC Markets on 30 days written notice either to Vendor or Subscriber. In the event of Subscriber breach or discovery of the untruth of any representation of Subscriber, Pink OTC Markets may terminate this Agreement on not less than three (3) days written notice to Subscriber provided either by Pink OTC Markets or Vendor.

15. **No Endorsement.** Pink OTC Markets does not endorse or approve any equipment, Vendor, or Vendor's Service.

16. **Authority.** Natural persons executing this Agreement warrant and represent that they are at least eighteen (18) years of age. Subscriber and the person executing this Agreement on behalf of Subscriber that is a proprietorship, corporation, partnership or other entity, represent that such person is duly authorized by all necessary and appropriate corporate or other action to execute the Agreement on behalf of Subscriber.

17. **Notices.** All notices, invoices, and other communications required to be given in writing under this Agreement shall be directed to Pink OTC Markets Inc., 304 Hudson Street, 2nd Floor, New York, New York 10013, or to Subscriber at the last address known to the Vendor, and shall be deemed to have been duly given upon actual receipt by the parties, or upon constructive receipt if sent by certified mail, postage pre-paid, return receipt requested, at such address or to such other address as any party hereto shall hereafter specify by written notice to the other party or parties hereto.

18. **Modifications.** Except as may otherwise be set forth in this Agreement, Pink OTC Markets may alter any term or condition of this Agreement on 60 days notice either to Vendor or Subscriber, and any use after such date is deemed acceptance of the new term or condition. The means of notifying Vendor and Subscriber of such new term or condition may include, but shall not be limited to, emailing such term or condition either to Vendor or Subscriber. No failure on the part of Pink OTC Markets, Vendor or Subscriber to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under this Agreement. If any of the provisions of this Agreement, or application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **Survival.** The terms of this Agreement that survive any cancellation, termination, or rescission of this Agreement shall include obligations to make payment for services rendered under this Agreement and those obligations relating to intellectual property, indemnification, limitation of liability, warranties and disclaimer of warranties.

20. **Rules of Construction.** The descriptive headings in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in the Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders, if and where applicable. The word "or" includes the word "and". The use of the singular in the Agreement shall include the plural, and vice versa.

21. **Applicable Law.** This Agreement and its validity, construction and performance shall be governed in all respects by the laws of the State of New York without giving effect to conflicts of law principles thereof. The parties hereto, their successors and assigns, consent to the jurisdiction of the courts of the State of New York with respect to any legal proceedings that may result from a dispute as to the interpretation or breach of any of the terms and conditions of this Agreement.

The Subscriber hereby warrants and represents that it qualifies as a Professional Subscriber, as defined in paragraph one of the Subscriber Agreement.

Yes No

The Subscriber hereby warrants and represents that it qualifies as a Non-Professional Subscriber, as defined in paragraph one of the Subscriber Agreement.

Yes No

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed by their duly authorized officers. Signature on this cover sheet is in lieu of and has the same effect as signature on each document noted herein.

Vendor Direct Access Financial

By: _____
Name: _____
Title: _____

Subscriber Enter Subscriber Name
(Name on Account)

By: _____
Name: Enter Name
Position: Enter Position

Date of Agreement: Enter Date

UNIFORM SUBSCRIBER ADDENDUM

THIS ADDENDUM is entered into this day of , 20 , by and between the below-listed subscriber ("Subscriber"), the below-listed vendor ("Vendor") and each of the Exchanges designated below ("Exchanges").

VENDOR:	<i>(Party Delivering Market Data to Subscriber)</i>		
SUBSCRIBER:	<i>(Party Receiving Market Data from Vendor)</i>		
Country	Street	City	State/Province & Zip Code

EXCHANGES

- | | | |
|--|--|--|
| <input type="checkbox"/> CBOE FUTURES EXCHANGE | <input type="checkbox"/> COMEX (div. of NYMEX) | <input type="checkbox"/> KCBOT |
| <input type="checkbox"/> CBOT | <input type="checkbox"/> DME (Dubai Mercantile Exchange) | <input type="checkbox"/> ONECHICAGO |
| <input type="checkbox"/> CCX (Chicago Climate Exchange) | <input type="checkbox"/> ICE FUTURES US | <input type="checkbox"/> NYMEX |
| <input type="checkbox"/> CCFE (Chicago Climate Futures Exchange) | <input type="checkbox"/> ICE FUTURES EUROPE | <input type="checkbox"/> GreenX (Green Exchange) |
| <input type="checkbox"/> CME | <input type="checkbox"/> ICE FUTURES CANADA | |

1. DEFINITIONS.

(a) "Device" means any unit of equipment, fixed or portable, that receives, accesses or displays Market Data in visible, audible or other comprehensible form.

(b) "Force Majeure Event" means any flood, extraordinary weather conditions, earthquake or other act of God, fire, war, terrorism, insurrection, riot, labor dispute, accident, action of government, communications or power failures, or equipment or software malfunctions.

(c) "Person" means any natural person, proprietorship, corporation, partnership, limited liability company or other organization.

(d) "Market Data" means information and data pertaining to futures contracts and options contracts or similar derivative instruments traded on the Exchanges as well as associated index data, that includes, without limitation, opening and closing range prices, high-low prices, settlement prices, current bid and ask prices, last sale prices, price limits, requests for quotations, estimated and actual contract volume data, text messages pertaining to market activity, contract specifications, fast or late messages and, as determined by each of the Exchanges, may include information respecting exchange-for-physical (EFP) or against actuals (AA) transactions. With respect to Subscriber's obligations under this Addendum, Market Data includes information, data and materials that are derived from the foregoing and that convey information to Subscriber that is substantially equivalent to Market Data.

2. PROPRIETARY RIGHTS IN THE MARKET DATA.

(a) Subscriber acknowledges and agrees that each of the Exchanges has exclusive and valuable property rights in and to its own Market Data, that such Market Data constitute valuable confidential information, trade secrets and/or proprietary rights of each of the Exchanges, not within the public domain, that such Market Data shall remain valuable confidential information, trade secrets and/or proprietary rights of each of the Exchanges at least until the Exchanges place their respective Market Data in the public domain or authorize placement of their respective Market Data in the public domain, and that, but for this Addendum, Subscriber would have no rights or access to such Market Data. Whether or not a particular Exchange has placed its Market Data in the public domain or has authorized the placement of its Market Data in the public domain shall be determined according to the terms of such Exchange's agreement with Vendor, which agreement is described in Section 3(a).

(b) Subscriber acknowledges and agrees that disclosure of any Market Data, or any breach or threatened breach of any other covenants or agreements contained herein, would cause irreparable injury to each of the Exchanges for which money damages would be an inadequate remedy. Accordingly, Subscriber further acknowledges and agrees that each of the Exchanges shall be entitled to specific performance and injunctive and other equitable relief from the breach or threatened breach of any provision, requirement or covenant of this Addendum (including, without limitation, any disclosure or threatened disclosure of Market Data) in addition to and not in limitation of any other legal or equitable remedies which may be available.

3. RECEIPT OF MARKET DATA BY SUBSCRIBER.

(a) Vendor and Subscriber have entered into an agreement by which Vendor will, among other things, provide Subscriber with Market Data. Vendor has entered into agreements with each of the Exchanges whereby Vendor has been granted the right to receive Market Data and to retransmit the same to Subscriber. This Addendum to the agreement between Vendor and Subscriber sets forth the terms and conditions upon which Subscriber may receive and use Market Data. Subscriber acknowledges that, notwithstanding such agreement, each of the Exchanges may, in its discretion, discontinue disseminating its own Market Data or change or eliminate its own transmission method, speed or signal characteristics. In addition, Subscriber acknowledges and agrees that the Exchanges reserve the right to disapprove any Subscriber and retain the right to direct Vendor to terminate any Subscriber's receipt of Market Data for any reason or no reason, in which event the Exchanges shall so notify Vendor and Vendor shall cease providing Market Data to Subscriber as soon as practicable.

(b)(1) Except as provided in (2) below, Subscriber will use Market Data only for its own internal business activities and only at the offices and locations and on the Devices designated by Subscriber in writing to Vendor from time-to-time. (The term "for its own internal business activities", as used in the immediately preceding sentence herein, means for Subscriber's (a) trading, for its own account or for the account of its customers, of commodity futures contracts, options on commodity futures contracts or similar derivative instruments, or (b) evaluating, for its own internal business decisions or advice to its customers, the movements or trends in markets for commodity futures contracts, options on commodity futures contracts, or like derivative instruments, subject to all of the limitations set forth below in this sub-paragraph as to the telephonic disclosure to customers of a necessary and de minimis number of segments of Market Data.) Subscriber agrees that it will not communicate or otherwise furnish, or permit to be communicated or otherwise furnished, the Market Data, in any format, to any other party or any office or location other than that designated above, nor allow any other party to take, directly or indirectly, any of the Market Data from such offices or locations, and will adopt and enforce any policy that is reasonable to prevent the Market Data from being taken therefrom. Subscriber specifically agrees, without limiting or varying its obligations under paragraph 7 herein or otherwise set forth in this Addendum, that Subscriber shall not use or permit another person to use any Market Data for the purposes of determining or arriving at any price, including any settlement prices, for commodity futures contracts, options on commodity futures contracts, or like derivatives instruments traded on any exchange other than the Exchanges. Subscriber will abide by any other limitations on such use that any of the Exchanges may specify. Subscriber will use its best efforts to ensure that its partners, officers, directors, employees and agents maintain sole control and physical possession of, and sole access to, Market Data received through Devices in Subscriber's possession. (2) Notwithstanding (1) above, Subscriber may, in the regular course of its business, occasionally furnish, to each of its customers, branch offices, and guaranteed introducing brokers, in a quantity restricted to that necessary to enable Subscriber to conduct its business, a de minimis number of segments of Market Data. Such redissemination must be strictly limited to telephonic communications not entailing the use of computerized voice synthesization or any other technology and must be strictly related to the trading activity of Subscriber or any such recipients. Any such recipients must be advised by Subscriber that such segments are proprietary and confidential information not to be disclosed or disseminated to other persons or entities. Subscriber agrees to make all reasonable efforts to ensure that such recipients abide by the provisions of this Addendum. Notwithstanding the foregoing, in the event that a Subscriber is a newspaper which reports on, among other things, exchanges on which commodity futures contracts or options on commodity futures are traded, such Subscriber shall be permitted to publish, in its newspaper published for the day following the receipt by such Subscriber of the Market Data, the Market Data received by Subscriber from Exchanges on the day prior to such publication.

(c) In the event that Vendor has agreed to permit Subscriber to receive, access or display Market Data through means other than a Vendor-provided Device, such as by means of: (i) the Internet, any Intranet or any other type of network; (ii) portable Devices (e.g., pocket pagers, personal digital assistants, laptop computers, etc.); and (iii) synthesized voice responses over telephones, Subscriber will use its best efforts to ensure that no other device, attachment or apparatus is used which may allow third parties not subject to Subscriber's reporting obligations under Section 3(b) above to access the Market Data.

4. REPORTING. Subscriber agrees to furnish promptly to Vendor any information or reports that may be required by any of the Exchanges as applicable and that is reasonably related to Subscriber's receipt of Market Data. Subscriber further agrees to furnish promptly to Vendor any additional information or reports that may be required by the agreement between Vendor and Subscriber referred to in Section 3(a) as it relates to Subscriber's receipt of Market Data.

5. RIGHT OF INSPECTION AND AUDIT. During regular business hours, any Persons designated by any Exchange may have access to Subscriber's offices or locations in order to observe the use made of the Market Data and to examine and inspect any Devices, attachments or apparatuses, as well as any books and records required to be maintained by Subscriber under Sections 3(b) and 4 in connection with its receipt and use of Market Data. Subscriber will make prompt adjustment (including interest thereon at the rate of 1½% per month), through Vendor, to compensate any Exchange that discovers an under-reported use of the Market Data by Subscriber. In addition, at the election of any such Exchange, Subscriber will be liable for the reasonable costs of any audit that reveals a discrepancy in such Exchange's favor of five percent (5%) or more of the amount of fees actually due such Exchange. Subscriber shall maintain the records and books upon which it bases its reporting for CBOE, CBOT, CCX, CCFE, CME, GreenX, KCBOT, or ONECHICAGO Market Data for three (3) years following the period to which the records relate. Subscriber shall maintain the records and books upon which it bases the reporting for NYMEX, COMEX, ICE FUTURES US, ICE FUTURES EUROPE, or ICE FUTURES CANADA Market Data for six (6) years following the period to which the records and books relate. In the event that Subscriber fails to retain such records and books as required above, Subscriber agrees to pay each Exchange's reasonable estimate of any discrepancy discovered pursuant to any such audit.

6. EXCHANGE FEES. Subscriber will pay Vendor (unless Vendor has assumed Subscriber's payment obligations hereunder), for and on behalf of each of the Exchanges (as applicable), for the right to receive Market Data in accordance with the then-current fee schedule published by each of the Exchanges from time-to-time (including any and all applicable federal, state or local taxes). Each Exchange's fees are subject to modification by each of them at any time, without prior notice to Subscriber. In addition, Subscriber agrees to pay Vendor any penalties assessed against Subscriber by Vendor on behalf of any Exchange. Nothing herein shall limit a Vendor's obligation pursuant to separate agreement between Vendor and any of the Exchanges (as applicable) to pay Exchange fees.

7. **COVENANTS, REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER.** Subscriber covenants, represents and warrants that it is not engaged in the business of distributing Market Data and that, to its knowledge after reasonable inquiry, it is receiving the Market Data from a Vendor that is authorized by the Exchanges to distribute the Market Data. Subscriber agrees that it will not use or permit any other Person to use Market Data for any illegal purpose. Subscriber agrees that it will not use Market Data in any way to compete with the Exchanges or Vendor, nor use the Market Data in any way so as to assist or allow a third party to compete with the Exchanges or Vendor. Subscriber agrees that the provision of Market Data by the Exchanges hereunder is conditioned upon Subscriber's strict compliance with the terms of this Addendum and that Vendor may, with or without notice and with or without cause, forthwith discontinue said service whenever in its judgment there has been any default or breach by Subscriber of the provisions hereof, or whenever directed to do so by any of the Exchanges.

8. **DISCLAIMER OF WARRANTIES.** SUBSCRIBER AGREES THAT NEITHER VENDOR NOR THE EXCHANGES MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKET DATA, OR THE TRANSMISSION, TIMELINESS, ACCURACY OR COMPLETENESS THEREOF, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR ANY WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM ANY COURSE OF DEALING OR USAGE OF TRADE.

9. **LIMITATIONS OF LIABILITY AND DAMAGES.** Subscriber agrees that: (i) the provision of Market Data is made with equipment, communications devices, and/or leased lines not owned or operated solely by Vendor or the Exchanges; (ii) neither Vendor nor the Exchanges, nor their respective members, directors, officers, employees or agents, guarantees the sequence, accuracy or completeness of the Market Data, nor shall any of them be liable to Subscriber or any other Person for any delays, inaccuracies, errors or omissions in Market Data, or in the transmission thereof, or for any other damages arising in connection with Subscriber's receipt or use of Market Data, whether or not resulting from negligence on their part, a Force Majeure Event or any other cause beyond their reasonable control; and (iii) if the foregoing disclaimer and limitation of liability should be deemed invalid or ineffective by a court of competent jurisdiction, neither Vendor nor the Exchanges, nor their respective members, directors, officers, employees or agents shall be liable for any of the foregoing beyond the actual amount of loss or damage, or the sum of fifty dollars (\$50.00), whichever is less.

10. **TERM AND TERMINATION.** Subject to Subscriber's strict compliance with the provisions of this Addendum, the provision of Market Data by any of the Exchanges hereunder will continue in force during the term of the agreement between Subscriber and Vendor and any renewal term thereof. In addition, it is understood that the provisions set forth in paragraphs 2(a) and 2(b) of this Addendum shall survive the termination of this Addendum.

11. **INDEMNIFICATION.** Subscriber will indemnify, defend and hold Vendor and the Exchanges, and their respective members, directors, officers, employees and agents harmless from and against any and all claims arising out of or in connection with this Addendum, including, without limitation, any liability, loss or damages (including, without limitation, attorneys' fees and other expenses) caused by any inaccuracy in or omission from, Subscriber's failure to furnish or to keep, or Subscriber's delay in furnishing or keeping, any report or record required to be kept by Subscriber hereunder.

12. **MISCELLANEOUS.** In case of any breach by Subscriber of its obligations hereunder, each of the Exchanges will be considered to be a third-party beneficiary of this Addendum and may bring an action to enforce its terms directly against Subscriber. Any action arising out of this Addendum between the CFE, CBOT, CCX, CCFE, CME, or ONECHICAGO and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Illinois. Any action arising out of this Addendum between the KCBOT and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of Missouri. Any action arising out of this Addendum between NYMEX, COMEX, GreenX, ICE FUTURES US, ICE FUTURES EUROPE, or ICE FUTURES CANADA and Subscriber shall be governed and construed in accordance with the internal laws (and not the law of conflicts) of the State of New York. Subscriber may not assign all or any part of this Addendum without the prior written consent of the Exchanges (as applicable). Neither Vendor nor Subscriber may modify or amend the terms of this Addendum. In the event of any conflict between the terms and conditions of this Addendum and any other agreement relating to Subscriber's receipt and use of Market Data, including, without limitation, the agreement between Vendor and Subscriber referred to in Section 3(a), the terms and conditions of this Addendum will prevail. If, for any reason, one or more provisions of this Addendum is held invalid, the other provisions of the Agreement shall remain in full force and effect.

BY TYPING YOUR NAME BELOW, YOU AGREE THAT THE FOLLOWING IS TRUE: (1) YOU REPRESENT THAT YOU HAVE ACTUAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUBSCRIBER; (2) THAT YOU HAVE READ THE TERMS STATED ABOVE; (3) YOU UNDERSTAND THE TERMS STATED ABOVE; (4) A PRINTOUT OF THE TERMS STATED ABOVE WILL CONSTITUTE A "WRITING" UNDER ANY APPLICABLE LAW OR REGULATION; AND (5) YOU AGREE TO ABIDE BY ALL THE TERMS OF THE AGREEMENT STATED ABOVE.

Type name of subscriber and authorized representative below if you acknowledge and accept the forgoing terms.

Name of Subscriber

By Authorized Representative

Date

rev. 01/04/11