

## Agreements & Disclosures

### NYSE and Amex Terms and General Applicability of Market Data

---

Because you have chosen to subscribe to the U.S. Securities and Commodities bundle, you are required by the exchange to read the following and acknowledge your acceptance of the U.S. Equities Non-Professional market Data Agreement by clicking on all *I Agree/I Disagree* radio buttons and signing at the bottom of the document with your electronic signature.

1. MARKET DATA DEFINITION For all purposes of this Agreement, "Market Data" means

(a) last sale information and quotation information relating to securities that are listed on a national securities exchange,

(b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the New York Stock Exchange ("NYSE") or the American Stock Exchange ("AMEX") may from time to time designate as "Market Data"; and

(c) all information that derives from any such information.

I agree  I disagree {{error\_must\_agree0}}

2. PROPRIETARY NATURE OF DATA - Subscriber understands and acknowledges that each Authorizing SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

I agree  I disagree {{error\_must\_agree}}

3. ENFORCEMENT - Subscriber understands and acknowledges that

(a) the Authorizing SROs are third-party beneficiaries under this Agreement and

(b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

I agree  I disagree {{error\_must\_agree2}}

4. DATA NOT GUARANTEED - Subscriber understands that no Authorizing SRO, no other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator") and no information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, 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. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way 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) non-performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., 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 to any other cause beyond the reasonable control of any Disseminating Party.

I agree  I disagree {{error\_must\_agree3}}

5. PERMITTED USE - Subscriber shall not furnish Market Data to any other person or entity and, subject to Paragraph 10, shall use Market Data only for its individual use in its business.

I agree  I disagree {{error\_must\_agree4}}

6. DISSEMINATION DISCONTINUANCE OR MODIFICATION Subscriber understands and acknowledges that, at any time, the Authorizing SROs may discontinue disseminating any category 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 that may arise therefrom.

I agree  I disagree {{error\_must\_agree5}}

7. DURATION; SURVIVAL This Agreement remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Agreement. In addition, Vendor may terminate this Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

I agree  I disagree {{error\_must\_agree6}}

8. MISCELLANEOUS The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person manifesting assent to this agreement below represents and warrants that it has legal capacity to contract and, if that person is manifesting assent on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

I agree  I disagree {{error\_must\_agree7}}

ACCEPTED AND AGREED: I, the "Subscriber" to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions of this Section 1, that I understand them and that I hereby manifest my assent to, and my agreement to comply with, those terms and conditions by "clicking" on the following box:

I agree  I disagree {{error\_must\_agree8}}

## OPRA Exchange Agreement

# NON PROFESSIONAL SUBSCRIBER APPLICATION AND AGREEMENT

(Last Sale and Quotation Information for Personal Nonbusiness Use Only)

The undersigned ("Applicant") hereby applies to the Vendor named above ("Vendor") for approval as a Nonprofessional Subscriber to receive for personal nonbusiness use current options last sale information and current options quotation information (the "Information") published by the Options Price Reporting Authority ("OPRA") pursuant to a Plan declared effective by the Securities and Exchange Commission. In reviewing and approving this Application and Agreement, Vendor is authorized to act on behalf of the OPRA participants, which are those national securities exchanges and associations who, from time to time, are parties to said Plan. Applicant acknowledges that all representations and agreements made herein and all payments made hereunder are for the benefit of the OPRA participants.

(Sections 1-4 ask for information already entered by applicant.)

5. As a condition of being approved as a Nonprofessional Subscriber,

Applicant represents and agrees that the following statements are and will continue to be true for so long as Applicant receives Information as a Nonprofessional Subscriber:

(a) Applicant is making this Application and Agreement in his or her own individual capacity and not on behalf of a firm, corporation, partnership, trust or association. (b) Applicant shall use the Information solely in connection with his or her individual personal investment activities and not in connection with any trade or business activities.

(c) Applicant shall receive the Information only at the location and via the equipment identified in Item 3 and 4 above, and shall not furnish the Information to any other person.

(d) Applicant is not a securities broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner, or associated person of any of the foregoing.

(e) Applicant is not employed by a bank or an insurance company or an affiliate of either to perform functions related to securities or commodity futures investment or trading activity.

6. For the privilege of receiving the Information, Applicant agrees to pay to Vendor for the benefit of the OPRA participants the OPRA Nonprofessional Subscriber Fee in such amount and at such times as shall be established by OPRA from time to time, plus any applicable federal, state or local taxes. This Fee shall be in addition to any charges imposed by Vendor. OPRA shall provide notice to Vendor of any change in this Fee not less than 30 days prior to the effectiveness of such change. Vendor shall be responsible for notifying its Nonprofessional Subscribers of all Fee changes.

7. Applicant acknowledges that the Information is and shall remain the property of the respective exchange or other market on which a reported transaction took place or a reported quotation was entered, and Applicant shall make no use of the Information except in compliance with the terms of this Application and Agreement.

8. DISCLAIMER OF LIABILITY - NEITHER OPRA NOR ANY OPRA PARTICIPANT " GUARANTEES THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF ANY OF THE OPTIONS LAST SALE PRICES, QUOTATION INFORMATION, OR OTHER MARKET INFORMATION SUPPLIED TO APPLICANT HEREUNDER AND NEITHER OPRA NOR ANY OPRA PARTICIPANT SHALL BE LIABLE IN ANY WAY TO APPLICANT OR TO ANY OTHER PERSON, FOR ANY DELAYS, INACCURACIES, ERRORS IN OR OMISSIONS OF, ANY OF THE INFORMATION OR THE TRANSMISSION THEREOF, OR FOR ANY DAMAGES ARISING THEREFROM OR OCCASIONED THEREBY OR BY REASON OF NONPERFORMANCE OR INTERRUPTION OF ANY OF THE OPTIONS LAST SALE PRICES, QUOTATION INFORMATION OR OTHER MARKET INFORMATION SUPPLIED TO APPLICANT FOR ANY CAUSE WHATSOEVER.

9. Applicant's privilege of receiving the Information hereunder may be terminated by Applicant or by Vendor upon 30 days written notice from the terminating party to the other party, and shall be terminated immediately at any time that Vendor or OPRA, determines that Applicant is not in compliance with this Application and Agreement or that any of Applicant's representations herein are not true. Upon a determination by Vendor or OPRA that Applicant received access to Information as a Nonprofessional Subscriber during any period when Applicant did not meet the qualifications for such access, within 30 days of receipt of written notice of such determination Applicant shall pay to OPRA the full amount of OPRA's Professional Subscriber fee for the period during which " Applicant had access to the Information, less Applicant's Nonprofessional Subscriber fees for such period actually received by OPRA.

10. Nothing herein shall be deemed to prevent or restrict any OPRA " Participant from discontinuing to furnish options last sale information or quotation information for dissemination nor to restrict OPRA from making such changes in the speed of transmission, the characteristics of the electrical signals representing the Information or the manner of disseminating the same, as OPRA shall from time to time determine to be appropriate; but in the event of any such discontinuance or change, OPRA shall give such notice thereof to Vendor as is reasonable under the circumstances.

11. Applicant agrees to inform Vendor promptly in writing at its address set forth above of any changes in the provided herein and to furnish Vendor any additional information requested by it in connection with Applicant's receipt of the information.

By clicking on the "I AGREE" button below, you agree that:

1. you have read and you understand all of the terms and conditions set forth in the applicable Non-Professional OPRA Online Subscriber Agreement; and
2. you intend to form a legally binding and valid contract under which you will be bound by all of the terms and conditions set forth therein.

I agree  I disagree {{error\_must\_agree9}}

{{signature\_block}}