



AGREEMENT FOR MARKET DATA DISPLAY SERVICES

Access Direct ("Vendor") agrees to make "Market Data" available to you pursuant to the terms and conditions set forth in this agreement. All capitalized terms not defined in this agreement shall be defined in the glossary available on the www.accessdirectmarkets.com/glossary

1. MARKET DATA DEFINITION – For all purposes of this Agreement, "Market Data" means (a) last sale information and quotation information relating to instruments that are admitted to dealings on all applicable US Futures and US Stock Exchanges.

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

3. ENFORCEMENT – Subscriber understands and acknowledges that (a) Access Direct are third-party beneficiaries under this Agreement and (b) Access Direct 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 Access Direct, their authorized representative or other Data Disseminator incurs in enforcing this Agreement against Subscriber.

4. DATA NOT GUARANTEED – Subscriber understands that Access Direct, no other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator") and no information processor that assists Access Direct 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.

5. PERMITTED USE – If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use. Subscriber shall not furnish Market Data to any other person or entity. If Subscriber receives Market Data other than as a Nonprofessional Subscriber, it shall use Market Data only for its individual use in its business.

6. **DISSEMINATION DISCONTINUANCE OR MODIFICATION** – Subscriber understands and acknowledges that, at any time, Access Direct or Authorized SRO(s) may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. Access Direct shall not be liable for any resulting liability, loss or damages that may arise therefrom.

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.

8. **MISCELLANEOUS** – The laws of the country of Mauritius shall govern this Agreement and it shall be interpreted in accordance with those laws. 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 executing this Agreement below represents and warrants that he or she has legal capacity to contract and, if that person is executing this Agreement 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.

9. **PERMITTED RECEIPT** - Subscriber may not receive Market Data from Vendor, and Vendor may not provide Market Data to Subscriber, on a “Nonprofessional Subscriber” basis unless Vendor first properly determines that Subscriber qualifies as a “Nonprofessional Subscriber” as defined in the Non-Pro Declaration form that the Subscriber has signed.

10. **FEES** – Subscriber agrees to pay any applicable Market Data fees on a monthly non-prorated basis. All fees charged will be based on the information Subscriber provides on the Non-Pro Declaration form.