

# NYSE-AMEX: Agreement for Market Data Display Services (Non-Professional Subscriber Status)

We ("**Vendor**") agree to make "**Market Data**" available to you pursuant to the terms and conditions set forth in this agreement. By executing this Agreement in the space indicated below, you ("**Subscriber**") agree to comply with those terms and conditions. Section 1 sets forth terms and conditions of general applicability. Section 2 applies insofar as Subscriber receives and uses Market Data made available pursuant to this Agreement as a Non-Professional Subscriber.

## Section 1: Terms and Conditions of General Applicability

### 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 "**Authorising 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.

### 2. Proprietary Nature of Data

Subscriber understands and acknowledges that each Authorising SRO 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) the Authorising SROs are third-party beneficiaries under this Agreement and (b) the Authorising SROs or their authorised 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 Authorising SRO incurs in enforcing this Agreement against Subscriber.

### 4. Data not Guaranteed

Subscriber understands that no Authorising SRO, no other entity whose information is made available over the Authorising SROs' facilities (an "**Other Data Disseminator**") and no information processor that assists any Authorising 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, labour 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

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.

### 6. Dissemination Discontinuance or Modification

Subscriber understands and acknowledges that, at any time, the Authorising 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 Authorising SROs 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 Authorising SROs or otherwise. Paragraph 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

### 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 1934, the rules promulgated under the 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 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 organisation, represents and warrants that he or she has actual authority to bind the organisation.

## Section 2: Non-professional Subscriber

### 9. Non-Professional Subscriber Definition

"**Non-Professional Subscriber**" means any natural person whom Vendor has determined to qualify as a Non-Professional Subscriber and who is not:

- (a) registered or qualified with the Securities and Exchange Commission (the "**SEC**"), the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities of futures contract market or association;
- (b) engaged as an "**investment advisor**" as that term is defined in Section 201(11) of the Investment Advisor's Act of 1940 (whether registered or qualified under that Act); nor

## Section 2: Non-professional Subscriber (continued)

(c) employed by a bank or other organisation exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organisation not so exempt.

### 10. Permitted Use

If Subscriber is a Non-Professional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use.

### 11. Personal and Employment Data

As a prerequisite to qualifying as a Non-Professional Subscriber, Subscriber shall provide the following information:

Subscriber's name and address: \*

Subscribers Occupations (list all occupations - including homemaker, students, retiree, etc.): \*

Name(s) and address(es) of Subscriber's Employer(s): \*

Subscriber's title(s) and/or positions(s): \*

Subscriber's employment functions (description): \*

\* Please complete this section

Subscriber shall notify Vendor promptly in writing of any change in his or her circumstances that may cause him or her to cease to qualify as a Non-Professional Subscriber.

### 12. Certification

By executing this Agreement, Subscriber hereby certifies that he or she falls within Paragraph 9's definition of Non-professional Subscriber and that the personal and employment information that he or she has included in Paragraph 11 is truthful and accurate.

**ACCEPTED AND AGREED:** I, the Subscriber to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions, that I understand them and that I hereby agree to comply with those terms and conditions.

Subscriber (Name of Subscriber)

By: \*

(Sign Here)

Name: \*

Title: \*

Date: \*

\* Please complete this section

Vendor

By:

Name:

Title:

Date: