

**NON-MEMBER FINRA/NASDAQ TRADE REPORTING FACILITY
ADDENDUM TO THE NASDAQ OMX U.S. SERVICES AGREEMENT**

(for CDS Clearing and Depository Services Inc. (CDS) Participants)

This Non-Member FINRA/NASDAQ Trade Reporting Service Addendum ("Addendum") to the NASDAQ OMX U.S. Services Agreement ("Agreement") applies to a CDS participant ("Participant") who:

- (a) is a member in good standing of CDS Clearing and Depository Services Inc. ("CDS");
- (b) is a Non-Member of FINRA; and
- (c) utilizes the FINRA/NASDAQ Trade Reporting Facility ("Facility") provided by The NASDAQ OMX Group, Inc. ("NASDAQ OMX") for reporting and/or comparing trades.

1. Purpose.

The purpose of this Addendum is to set forth the obligations and responsibilities of the parties with respect to Participant's access to and participation in the trade processing service provided by NASDAQ OMX.

2. Access by Participant.

CDS acknowledges and agrees that it is sponsoring Participant's authorized access to the Facility.

3. Obligations and Responsibilities.

- a. As a condition of participation in the FINRA/NASDAQ Trade Reporting Facility operated by NASDAQ OMX, Participant shall comply with the version as it exists at the relevant time of the NASDAQ OMX Requirements relating to trade reporting, including but not limited to FINRA rules. NASDAQ OMX may terminate the Agreement if Participant violates any applicable law, rule or regulation in connection with the use of the System, including the Facility, or if Participant ceases to be a member in good standing of CDS.
- b. By executing this Addendum, the Participant agrees to accept and honor all trades submitted to the Facility provided by NASDAQ OMX; provided, however, that this paragraph shall not apply to those trades submitted for trade reporting purposes only. Participant shall ensure the completeness and accuracy of information submitted to the Facility provided by NASDAQ OMX.
- c. In consideration of the Participant's compliance with the provisions of this Addendum, NASDAQ OMX will make the Facility provided by NASDAQ OMX available to Participant and will match trades in accordance with all applicable rules.

4. Representations and Warranties.

Participant represents and warrants to NASDAQ OMX that:

- a. Participant is a member in good standing with CDS and applicable regulatory authorities; and
- b. Participant is and shall continue to observe and be in compliance with the provisions of the Agreement, this Addendum and all NASDAQ OMX Requirements applicable to the Facility provided by NASDAQ OMX.

5. Limitation of Liability.

NASDAQ SHALL NOT BE LIABLE TO PARTICIPANT OR TO ANY OTHER ENTITY FOR:

- a. **THE CONTENT OF ANY INFORMATION ENTERED BY PARTICIPANT OR CDS INTO THE FINRA/NASDAQ TRADE REPORTING FACILITY PROVIDED BY NASDAQ OMX; OR**
- b. **ANY ACT OR OMISSION OF ANY ENTITY OTHER THAN NASDAQ OMX FURNISHING PRODUCTS OR SERVICES USED BY PARTICIPANT OR CDS IN CONNECTION WITH THE FINRA/NASDAQ TRADE REPORTING FACILITY PROVIDED BY NASDAQ OMX, OR FOR THE FAILURE OF ANY PRODUCTS OR SERVICES PROVIDED BY THE PARTICIPANT, OR CDS, OR ANY PARTY OTHER THAN NASDAQ OMX; OR**
- c. **ANY DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE OF PARTICIPANT OR CDS, OR FOR PARTICIPANT'S OR CDS'S FAILURE TO PERFORM PARTICIPANT'S OR CDS'S RESPONSIBILITIES.**

6. Jurisdiction.

This Addendum is not intended to operate as a vehicle for, nor shall it be construed as, submission by Participant or Participant's members to the securities legislation of the United States of America or any state thereof, or to the jurisdiction of the United States Securities and Exchange Commission, except as specifically provided herein, and then only to the extent that such legislation or jurisdiction relates specifically and directly to Participant's compliance with all rules applicable to the trade reporting service provided by NASDAQ OMX.

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IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS ADDENDUM EFFECTIVE AS OF THE DATE FIRST SET FORTH BELOW.

_____ (**“Participant”**)

MPID: _____

By: _____

Name: _____

Title: _____

Date: _____

CDS Clearing and Depository Services Inc. (“CDS”)

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

The NASDAQ OMX Group, Inc. (“NASDAQ OMX”)

By: _____

Name: _____

Title: _____

Date: _____
