



**NASDAQ TRADING INSIGHTS  
DATA ACCESS AGREEMENT**

This Data Access Agreement (this “**Agreement**”) is entered into as of the Effective Date, by and between Nasdaq, Inc. (“Nasdaq”), a Delaware corporation with its principal place of business at One Liberty Plaza, 165 Broadway, New York, New York 10006, Member, and Sponsored Firm, (each a “**Party**” and collectively the “**Parties**” to this Agreement.) The Parties hereby agree to the following terms and conditions:

	<b>Member</b>	<b>Sponsored Firm</b>
<b>Company:</b>		
<b>Point of Contact:</b>		
<b>Address:</b>		
<b>Telephone:</b>		
<b>With Copy To:</b>		

**MPID(s):**

**Ports:**

**Business Unit(s):**

**Effective Date:**

Whereas, Nasdaq and Member have entered into that certain U.S. Services Agreement whereby Member (referred to as the Subscriber under the U.S. Services Agreement) has granted Nasdaq the right to distribute trading data related to Sponsored Firm’s orders entered into one or more of the Nasdaq trading systems (the “**Sponsor Data**”) which Nasdaq has incorporated into its Trading Insights product (the “**Product**”); and

Whereas, Sponsored Firm desires to license the Product pursuant to the Global Data Agreement between Nasdaq and Sponsored Firm (referred to as the Distributor under the Global Data Agreement) (the “**GDA**”).

Now, therefore, the Parties agree as follows:

1. Sponsored Firm shall have the right to access the Sponsor Data as part of the Product via the MPIDs. Sponsored Firm represents and warrants that the Sponsor Data shall only be utilized by the Sponsored Firm’s Business Units.
2. All use of the Sponsor Data by Sponsored Firm shall be in accordance with and pursuant to the GDA. Member shall be deemed a Third Party Information Provider under the GDA for all Sponsor Data.
3. As between Nasdaq and Member, under no circumstances shall Nasdaq be liable to Member for any breach of this Agreement or the GDA by Sponsored Firm.

4. This Agreement shall commence as of the Effective Date and continue until terminated as detailed herein. A Party may terminate this Agreement for any reason or no reason whatsoever upon fifteen (15) days prior written notice to the other Parties with termination occurring at the end of the applicable calendar month in which such notice period ends. Additionally, this Agreement shall automatically terminate in the event Sponsored Firm no longer subscribes to the Product or the termination or expiration of the GDA; provided if such termination occurs within fifteen days of the end of a calendar month, Sponsored Firm shall be billed for the subsequent month.

5. No Party may assign, delegate or transfer this Agreement or any right, interest or benefit under this Agreement, or allow this Agreement to be assumed by, any third party without the prior written consent of the other Parties.

6. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York except for its conflicts of laws principles, and each Party irrevocably consents to the exclusive jurisdiction of the courts situated in New York over all claims and all actions to enforce such claims or to recover damages or other relief in connection with such claims. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. This Agreement sets forth the entire agreement and supersedes any and all prior agreements of the Parties with respect to the transactions set forth herein. No change, amendment or

modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the Party subject to enforcement of such amendment. This Agreement may be executed in counterparts, each of which shall be

deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

**Nasdaq, Inc.:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Sponsored Firm:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Member:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_