



Nasdaq Canada Data Agreement Soft Dollar Addendum

This Nasdaq Canada Data Agreement Soft Dollar Addendum (this “**Addendum**”) is entered into as of _____ (the “**Effective Date**”), by and between Nasdaq CXC Limited (“**Nasdaq**”), a Canadian corporation with its principal place of business at 25 York Street, Toronto, Ontario, M5J 2V5, Payor, and Recipient, (each a “**Party**” and collectively the “**Parties**” to this Addendum.)

	Payor	Recipient
Company:		
Point of Contact:		
Address:		
Telephone:		
Email:		

	Payor Billing Information	Recipient Accounts (Accounts)
Company:		
Point of Contact:		
Address:		
Telephone:		
Email:		

Whereas, Payor is subject to the Nasdaq Canada Data Agreement (the “**GDA**”) which governs Payor’s access and use of Information (as defined in the Agreement);

Whereas, Recipient is subject to either the Agreement or the Nasdaq Subscriber Agreement (together with the GDA are collectively referred to as the “**Agreement**”) which governs Recipients access and use of the Information; and

Whereas, Payor wishes to be invoiced and pay for all fees incurred by Recipient pursuant to the Agreement.

Now, therefore, the Parties agree as follows:

1. **Payment.** All payments for the Information provided to Recipient under the Agreement for the Accounts shall be paid by Payor. Applicable fees shall be invoiced and payments shall be made in accordance with the GDA. Recipient acknowledges and agrees that Recipient shall be responsible and liable for: (a) any fees not paid by Payor in accordance with the Agreement; and (b) any fees that cannot be paid by Payor due to applicable law, statute, rule, or regulation. Notwithstanding the foregoing, Recipient acknowledges and agrees that all of the terms and conditions of an Agreement entered into by Recipient

with Nasdaq are applicable to Recipient and that Recipient shall comply with all the other terms and conditions of the Agreement.

2. **Term; Termination.** This Addendum shall commence as of the Effective Date and continue until terminated in accordance with this Section. A Party may terminate this Addendum for any reason or no reason whatsoever upon ten (10) days prior written notice to the other Parties. In the event of termination of this Addendum, Recipient shall be responsible and liable for any outstanding fees not

paid by Payor. Such outstanding fees shall be invoice and paid in accordance with the Agreement.

3. **Applicability of Agreement.** The Parties acknowledge and agree that all provision of Information by Nasdaq and access and use of the Information and related services by Payor and/or Recipient shall be subject to the terms and conditions of the Agreement. In the event of any conflict between the provisions of this Addendum and the provisions of an Agreement, the provisions of this Addendum shall prevail.

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

Nasdaq, Inc.:	Payor:
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Signature of Recipient:	
Printed Name:	
Title:	
Date:	