# Soft Dollar Instructions

**NASDAQ OMX**

This package describes the steps necessary to soft-dollar NASDAQ OMX invoices. NASDAQ OMX requires that both the Payor and the Subscriber follow the below instructions to initiate a soft dollar arrangement.

## Payor Instructions: The Payor should complete the following steps:

- ☐ Print two copies of the NASDAQ OMX Soft Dollar Agreement (pages 2-3)
- ☐ Include references to Subscriber Firm and NASDAQ OMX billing account number(s)
- ☐ Sign both copies of the NASDAQ OMX Soft Dollar Agreement with original signatures
- ☐ Submit a scanned or original NASDAQ OMX Soft Dollar Agreement

## Subscriber Instructions: The Subscriber should complete the following steps:

- ☐ Print two copies of the NASDAQ OMX Soft Dollar Addendum (pages 4-5)
- ☐ Sign both copies of the NASDAQ OMX Soft Dollar Addendum with original signatures
- ☐ Submit two original NASDAQ OMX Soft Dollar Addendums to NASDAQ OMX

## Submission of Documents:

Please submit the documents to NASDAQ OMX in one of the following ways:

- Email the scanned documents to DataOps@nasdaqomx.com.
- Fax the documents to +1 301 978 5295.
- Mail the documents to:
  **NASDAQ OMX Global Data Products**
  **Four Irvington Centre**
  **805 King Farm Boulevard**
  **Rockville, MD 20850**

Upon receipt of the documentation, NASDAQ OMX will return the appropriate agreements to the Payor and the Subscriber. The NASDAQ OMX Finance Department will then process the billing change request.

## For NASDAQ OMX use only:

- ☐ Soft Dollar Addendum – NASDAQ OMX to countersign
- ☐ Soft Dollar Addendum - one countersigned original returned to Subscriber
- ☐ Soft Dollar Addendum - one countersigned original to Contracts File
- ☐ Soft Dollar Addendum - one copy to Finance (LL)

- ☐ Reflect new Agreement
- ☐ Reflect new Billing Address
- ☐ Reflect new Billing Address

# Soft Dollar Agreement

This NASDAQ OMX Soft Dollar Agreement ("Agreement") between The NASDAQ OMX Group, Inc. (collectively, with its affiliates and subsidiaries "NASDAQ OMX") and Payor, as identified below, whereby Payor shall be liable for all payments due to NASDAQ OMX pursuant to the NASDAQ OMX Global Subscriber Agreement and/or any other NASDAQ OMX Agreement by which market data is received for external or internal distribution, as may be amended, (each a "NASDAQ OMX Agreement" and, collectively the "NASDAQ OMX Agreements") entered into by and between NASDAQ OMX and Subscriber, as identified below. Unless otherwise set forth herein, all defined terms shall have the meaning set forth in the NASDAQ OMX Global Subscriber Agreement and/or any other NASDAQ OMX Agreement, as applicable.

**Name of the Subscriber:** _____

The following NASDAQ OMX account numbers are covered by the terms of this Agreement:

_____          _____

_____          _____

_____          _____

_____          _____

_____          _____

_____          _____

NASDAQ OMX makes no warranties or representations concerning the impact of Section 28(e) of the Securities Exchange Act of 1934 on the execution by Subscriber of the NASDAQ OMX Agreements, as may be amended, on the arrangement set forth therein, on this Agreement or the arrangement set forth herein or on the legality of any of the above items.

In addition to the grounds for termination of the Information to Subscriber provided for in the NASDAQ OMX Agreements, the Information shall be terminated (a) immediately if Payor fails to pay all fees and other amounts due as a result of the delivery of Information to Subscriber; (b) as of the date referenced in any notice from Payor that it no longer desires to pay for Subscriber's receipt of the Information; or (c) for no cause, at NASDAQ OMX's sole discretion, upon ten (10) days written notice to Payor. Nothing herein shall obligate NASDAQ OMX to send notices of termination (or copies of) to either Payor or Subscriber. Payor's payment obligations shall survive the completion of performance or termination of this arrangement.

Please sign below and return one original to NASDAQ OMX via fax or mail or email scanned documents:

**NASDAQ OMX Global Data Products**
**Four Irvington Centre**
**805 King Farm Boulevard**
**Rockville, MD  20850**
**Fax: +1 301 978 5295**
**Email:** DataOps@nasdaqomx.com

Your signature below shall constitute your agreement with the terms of this Agreement.

**Subscriber:** _____          **Payor:** _____
                        (PRINT NAME OF FIRM)                                                   (PRINT NAME OF FIRM)

By:_____          By:_____
                        (SIGNATURE)                                                              (SIGNATURE)
Name of                                                                Name of
Signatory: _____              Signatory: _____
                        (PRINT NAME OF SIGNATORY)                                    (PRINT NAME OF SIGNATORY)

Title: _____              Title: _____
                        (AUTHORIZED OFFICER)                                              (AUTHORIZED OFFICER)

Date: _____              Date: _____


**The NASDAQ OMX Group, Inc.**

By: _____

Name of Signatory:_____

Title:_____

Date:  _____

# Soft Dollar Addendum

**NASDAQ OMX**

This NASDAQ OMX Soft Dollar Addendum ("Addendum") addends, as applicable, the NASDAQ OMX Global Subscriber Agreement and/or any other NASDAQ OMX Agreement by which market data is received for external or internal distribution (each an "Agreement" and, collectively, the "Agreements") including any amendments and/or addendums thereto entered into between The NASDAQ OMX Group, Inc., a Delaware corporation subject to regulation by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934 ("Act") whose principal place of business is located at One Liberty Plaza, 165 Broadway, New York, NY, 10006 (collectively, with its affiliates and subsidiaries "NASDAQ OMX", and Subscriber, as identified below. Unless otherwise set forth herein, all defined terms shall have the meaning set forth in the NASDAQ OMX Global Subscriber Agreement and/or any other NASDAQ OMX Agreement, as applicable.

## 1. Payment/Applicability of Agreement

All payments for the Information provided to Subscriber under an Agreement shall be paid by "Payor" as identified below. Subscriber shall be liable for payment of those amounts owed NASDAQ OMX for the Information provided to Subscriber only to the extent permitted at any time by law, statute, rule, regulation or interpretation and said obligation, if permitted, shall survive the completion of performance or termination of an Agreement. Should the Information to Subscriber under an Agreement be terminated and Subscriber desires subsequently to receive the Information or any other service or product under another agreement, Subscriber shall be liable to NASDAQ OMX, to the extent permitted at any time by law, statute, rule, regulation or interpretation, for any and all payments owed to NASDAQ OMX under an Agreement prior to the commencement of any subsequent agreement. Notwithstanding the foregoing, Subscriber acknowledges and agrees that all of the terms and conditions of an Agreement entered into by Subscriber with NASDAQ OMX are applicable to Subscriber and that Subscriber shall comply with all the other terms and conditions of the Agreement.

## 2. Section 28(e)

NASDAQ OMX does not make any warranties or representations concerning the impact of Section 28(e) of the Securities Exchange Act of 1934 on this Addendum, or the arrangement set forth herein, or the legality of this Addendum, or the arrangement set forth herein, vis-a-vis said Section.

## 3. Termination

In addition to the grounds for termination provided for in the Agreement, the Information to Subscriber shall be terminated (a) immediately if Payor fails to pay all fees and other amounts due as a result of delivery of Information to Subscriber; (b) as of the date referenced in any notice from Payor that it no longer desires to pay for Subscriber's receipt of Information; or (c) for no cause, at NASDAQ OMX's sole discretion, upon ten (10) days written notice to Payor. Nothing herein shall obligate NASDAQ OMX to send any notices of termination (or copies of notice) either to Subscriber or Payor.

## 4. Applicability of 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.

## 5. Headings

Section headings are included for convenience and are not to be used to construe or interpret this Addendum.

In witness whereof, the parties hereto have caused this Addendum to be executed by their respective authorized officers:

**Payor Firm Name:** _____

**Payor Firm Billing Address:** _____

_____
_(City)_            _(State)_          _(Zip/Country Code)_

**Subscriber:**_____
(PRINT NAME OF FIRM)

By:_____
(SIGNATURE)

Name of
Signatory:_____
(PRINT NAME OF SIGNATORY)

Title:_____
AUTHORIZED OFFICER

Date: _____, 20_____

**Subscriber's Principal Place of Business:**
_____
_____

**Identification of Subscriber:**
a) type of entity, i.e., corporation, limited partnership, general partnership, sole proprietorship, etc.:
_____

b) state or country of incorporation or registration, if applicable:
_____

**The NASDAQ OMX Group, Inc.**

By:_____

Name of Signatory:_____

Title:_____

Date: _____