

Real-Time Quotes Subscriber Agreement

Firstrade Securities Inc. agrees to make “Market Data” available to you pursuant to the terms and conditions set forth in the agreements mentioned below.

The following subscriber agreements are displayed below:

1. NASDAQ (OMX Global Subscriber Agreement)
2. NYSE/AMEX (User Agreement for Real-Time Quotes)
3. OPRA (User Agreement for Real-Times Quotes)

If you do not agree with all the terms and conditions in the subscriber agreements below, Firstrade is required to disseminate only delayed quotes to you.

1 – NASDAQ OMX Global Subscriber Agreement [Print PDF](#)

Summary

Subscribers to the Information must sign The NASDAQ OMX Group, Inc. (“NASDAQ OMX”) Subscriber Agreement (“Agreement”) or its equivalent in order to receive the Information (Refer to definition in Section 12). While all terms are important, NASDAQ OMX asks that you pay particular attention to the following conditions. For additional information, refer to the sections referenced at the end of each condition.

Restrictions on uses and transfers: The subscriber (“Subscriber”) may not provide access to information described herein (“Information”) or transfer this Agreement to others. The Information is only for use as described by the Non-Professional or Professional Subscriber (for U.S. Information) and Business or Private (for non-US. Information) definitions. [Section 12]

Most types of damages are excluded and remaining damages are limited: NASDAQ OMX is not liable for trading losses, lost profits or incidental, consequential or other indirect damages, even if the Information is untimely or incorrect. Other damages (if any) are strictly limited (in contract, tort or otherwise) to a capped amount. [Section 6 and Section 7]

No implied or statutory warranties or duties: All warranties and duties (if any) are eliminated. There are no express warranties, except for a Limited Warranty regarding efforts only. Stock quotes might not be current and/or accurate. [Section 7]

Subscriber provides an indemnity: Subscriber indemnifies NASDAQ OMX and holds NASDAQ OMX harmless for any Claims or Losses (as described in Section 9) resulting from Subscriber’s breach of the Agreement, from Subscriber’s infringement of a third party’s intellectual property rights or from any third-party lawsuit related to Subscriber’s use or receipt of Information. [Section 9]

Notices; Notification of Changes. All notices and other communications (except for invoices) required to be given in writing under this Agreement shall be directed to the signatories or, in the alternative, to the

individuals identified in subsections (a) and (b) below. Notices shall be deemed to have been duly given (i) upon actual receipt (or date of first refusal) by the parties, or (ii) upon constructive receipt (or date of first refusal) if sent by certified mail, return receipt requested, or any other delivery method that actually obtains a signed delivery receipt, to the following addresses or to such other address as any party hereto shall hereafter specify by prior written notice to the other party or parties below, or (iii) upon posting the notice or other communication on the NASDAQTrader website or a successor site. If an email address is provided, NASDAQ OMX may, in lieu of the above, give notice to or communicate with Subscriber by email addressed to the persons identified in subsection (a) or to such other email address or persons as Subscriber shall hereafter specify by prior written notice. By providing an email address, Subscriber agrees that any receipt received by NASDAQ OMX from Subscriber's service provider or internet computer server indicating that the email was received shall be deemed proof that Subscriber received the message. If Subscriber cannot see or printout all or any portion of the message, Subscriber agrees that it is Subscriber's responsibility to contact NASDAQ OMX at (301) 978-5307.

Governing Law; Construction: Everything relating to this Agreement is governed by the laws as detailed in per Appendix 1. For Information received, this Agreement shall be deemed to have been made in the jurisdiction of the applicable NASDAQ OMX Market as detailed in Appendix 1. [Appendix 1]

No oral amendments and only NASDAQ OMX may amend: The Agreement may not be altered orally and may only be altered by NASDAQ OMX pursuant to an agreement procedure which includes notice to either the Subscriber or the Distributor. Failure to terminate the Agreement before, or use of Information thereafter, an amendment will be the Subscriber's consent (or confirmation of earlier consent) to the amendment. [Section 10 and Section 11]

Distributors can impact Subscriber's rights but not NASDAQ OMX's rights: A Distributor does not have the authority to change the Agreement. Distributors are obligated to provide notice of NASDAQ OMX changes to the Subscriber. However, if they do not, NASDAQ OMX's notice to the Distributor is still effective, as to Subscriber including notice of cancellation. [Summary and Section 12].

Requirements of Self-Regulatory Organization; Actions To Be Taken In Fulfillment of Statutory Obligations. Subscriber acknowledges that NASDAQ OMX may be under certain restrictions when offering the Information, as detailed in Appendix 1. [Section 1]

Please review the following terms and conditions of the NASDAQ OMX Global Subscriber Agreement before you complete the Signature Section: You must be 18 years of age and must designate yourself as either a Non-Professional or Professional and Business or Private Subscriber in the following section, based on the definitions provided in Section 12. To qualify as Nonprofessional or Private Subscriber, you must meet all the terms set forth in Section 12. By completing this section, I agree to the terms and conditions set forth in this NASDAQ OMX Global Subscriber Agreement.

Terms and Conditions

The Distributor and its agents may not modify or waive any term of this Agreement.

Any attempt to modify this Agreement, except by NASDAQ OMX, is void.

1. USE OF DATA. Subscriber may not sell, lease, furnish or otherwise permit or provide access to the information to any other Person or to any other office or place. Subscriber will not engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ OMX or Securities and Exchange Commission (“SEC”) Rule or any Financial Services Authority Rule (“FSA”) or other applicable law, rule or regulation. Subscriber may not present the Information rendered in any unfair, misleading or discriminatory format. Subscriber shall take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.

a. Non-Professional or Private Subscriber — For Non-Professional or Private Subscriber, the information is licensed only for personal use. By representing to Distributor that Subscriber is a Non-Professional or Private Subscriber, or by continuing to receive the Information at a Non-Professional or Private Subscriber rate, Subscriber is affirming to Distributor and to NASDAQ OMX that Subscriber meets the definition of Non-Professional or Business Subscriber as set forth in Section 12 of this agreement. A Non-Professional or Private Subscriber shall comply promptly with any reasonable request from NASDAQ OMX for information regarding the Non-Professional Subscriber’s receipt, processing, display and redistribution of the Information.

b. Professional or Business Subscriber — For Professional or Business Subscriber, the Information is licensed for the internal business use and/or personal use of the Professional or Business Subscriber. Professional or Business Subscribers may, on a non-continuous basis, furnish limited amounts of the Information to customers in written advertisements, correspondence or other literature or during voice telephonic conversations not entailing computerized voice, automated information inquiry systems or similar technologies. Upon request, Professional or Business Subscribers shall make its premises available to NASDAQ OMX for physical inspection of Distributor's Service and of Professional or Business Subscriber's use of the Information (including review of any records regarding use of or access to the Information and the number and locations of all devices that receive Information), all at reasonable times, upon reasonable notice, to ensure compliance with this Agreement.

2. PROPRIETARY DATA. NASDAQ OMX grants to Subscriber a nonexclusive, non-transferable license during the term of the Agreement to receive and use the Information transmitted to it by Distributor and thereafter, to use such Information as permitted under the terms of this Agreement and/or the NASDAQ OMX Requirements. Subscriber acknowledges and agrees that NASDAQ OMX has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ OMX, and compilation or other rights to Information gathered from other sources. Subscriber further acknowledges and agrees that NASDAQ OMX's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by Subscriber or anyone who accesses the Information through Subscriber, NASDAQ OMX or its third-party information providers shall have the right to obtain injunctive relief for its respective materials. Subscriber will attribute source as appropriate under all the circumstances.

3. PAYMENT. Subscriber shall assume full and complete responsibility for the payment of any taxes, charges or assessments imposed on Subscriber or NASDAQ OMX (except for federal, state or local

income taxes, if any, imposed on NASDAQ OMX) by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest relating to the provision of the Information to Subscriber. Interest shall be due from the date of the invoice to the time that the amount(s) that are due have been paid. To the extent permitted by applicable law, Subscriber acknowledges and agrees that the termination of the Distributor's Service for failure to make payments shall not be considered an improper limitation of access by NASDAQ OMX. For Professional or Business Subscribers, if any payment is due directly to NASDAQ OMX under this Agreement, payment in full is due NASDAQ OMX in immediately available funds, in the currency specified by NASDAQ OMX by a check to NASDAQ OMX, by electronic funds transfer to an institution of NASDAQ OMX's choosing or by any other form of payment as specified by NASDAQ OMX in Appendix 1, within fifteen (15) days of the date of an invoice, whether or not use is made of, or access is made to, the Information.

4. SYSTEM. Subscriber acknowledges that NASDAQ OMX, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Distributor's Service. Changes or the failure to make timely changes by Distributor or Subscriber may sever or affect Subscriber's access to or use of the Information. NASDAQ OMX shall not be responsible for such effects. NASDAQ OMX does not endorse or approve any equipment, Distributor or Distributor's Service.

5. EXCLUSIVE REMEDY. NASDAQ OMX shall endeavor to offer the Information as promptly and accurately as is reasonably practicable. In the event that the Information is not available as a result of failure by NASDAQ OMX to perform its obligations under this Agreement, NASDAQ OMX will endeavor to correct any such failure. If the Information is not available, is delayed, is interrupted, is incomplete, is not accurate or is otherwise materially affected for a continuous period of four (4) hours or more during the time that NASDAQ OMX regularly transmits the Information due to the fault of NASDAQ OMX (except for a reason permitted in this Agreement or in NASDAQ OMX's agreement with the Distributor), Subscriber's or any other Person's exclusive remedy against NASDAQ OMX shall be:

a. If Subscriber or any other Person continues to receive the Information or any other data and/or information offered by NASDAQ OMX, a prorated month's credit of any monies due, if any, for the affected Information directly to NASDAQ OMX from Subscriber or, if applicable, from said other Person, for the period at issue; or

b. If Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by NASDAQ OMX, a prorated month's refund of any monies due for the affected Information directly to NASDAQ OMX from Subscriber or, if applicable, from said other Person, for the period at issue. Such credit or refund shall, if applicable, be requested in writing to NASDAQ OMX with all pertinent details. Beyond the warranties stated in this section, there are no other warranties of any kind — express, implied, statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose.

6. LIMITATION OF LIABILITY.

a. Except as may otherwise be set forth herein, NASDAQ OMX shall not be liable to Subscriber, its Distributor or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ OMX has been advised of the possibility of such damages.

b. NASDAQ OMX shall not be liable to Subscriber or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information that lasts less than four (4) continuous hours during the time that NASDAQ OMX regularly transmits the Information or if the Information is materially affected for less than four (4) continuous hours during the time that NASDAQ OMX regularly transmits the Information.

c. If NASDAQ OMX is for any reason held liable to Subscriber or to any other Person, whether in tort or in contract, the liability of NASDAQ OMX within a single year of the Agreement (one year from the effective date of the Agreement) is limited to an amount of Subscriber's damages that are actually incurred by Subscriber in reasonable reliance (combined with the total of all claims or losses of Subscriber's Distributor and any other Person claiming through, on behalf of or as harmed by Subscriber) and which amount does not exceed the lesser of:

i. For Subscriber or any other person that continues to receive the Information or any other data and/or Information offered by NASDAQ OMX, a prorated month's credit of any monies due directly to NASDAQ OMX from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue, or if Subscriber or any other Person no longer receives either the Information or any other data and/or information offered by NASDAQ OMX, a refund of any monies due directly to NASDAQ OMX from Subscriber or, if applicable, from any other Person, for the Information at issue during the period at issue; or

ii. \$500.

d. This section shall not relieve NASDAQ OMX, Subscriber or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. e. Subscriber and NASDAQ OMX understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.

7. DISCLAIMERS OF WARRANTIES. NASDAQ OMX and its third-party information providers make no warranties of any kind — express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.

8. THIRD-PARTY INFORMATION PROVIDERS' LIMITATION OF LIABILITY. NASDAQ OMX's third-party information providers shall have no liability for any damages for the accuracy of or for delays or

omissions in any of the Information provided by them, whether direct or indirect, lost profits, special or consequential damages of the Subscriber or any other Person seeking relief through Subscriber, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to Subscriber or any other Person seeking relief through Subscriber pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by Subscriber or any other Person seeking relief through Subscriber, as applicable.

9. CLAIMS AND LOSSES. Subscriber will indemnify NASDAQ OMX and hold NASDAQ OMX and its employees, officers, directors and other agents harmless from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by Subscriber with the terms and conditions hereof; (b) any third-party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under the Agreement. Each party warrants and represents and will indemnify and hold harmless (and in every case, NASDAQ OMX shall be permitted to solely defend and settle) another party (including NASDAQ OMX) and their officers, directors, employees and other agents, against any Claims or Losses arising from, involving or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party, its actions or omissions, equipment or other property. This right is conditioned on the indemnified party giving prompt written notice to the indemnifying party (as does not prejudice the defense) of the Claims or Losses and providing cooperation in the defense of the Claims or Losses (without waiver of attorney-client, work-product or other legal privilege, or disclosure of information legally required to be kept confidential).

10. TERMINATION. Subscriber acknowledges that NASDAQ OMX, when required to do so in fulfillment of statutory obligations, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Distributor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to NASDAQ OMX. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In addition to terminations permitted under the Distributor's agreement, this Agreement may be terminated by Subscriber with thirty (30) days written notice to Distributor and by NASDAQ OMX with thirty (30) days written notice either to Distributor or Subscriber. NASDAQ OMX may also alter any term of this Agreement with ninety (90) days written notice either to Distributor or Subscriber, and any use after such date is deemed acceptance of the new terms. In the event of Subscriber breach, discovery of the untruth of any representation of Subscriber, or where directed by the SEC in its regulatory authority, NASDAQ OMX may terminate this Agreement with not less than three (3) days written notice to Subscriber provided either by NASDAQ OMX or Distributor.

11. AMENDMENTS/AGREEMENT. Except as otherwise provided herein, no provision of this Agreement may be amended, modified or waived. No failure on the part of NASDAQ OMX or Subscriber to exercise, no delay in exercising and no course of dealing with respect to any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. If any of the provisions of this Agreement or application thereof to any individual, entity or circumstance is held invalid or unenforceable, the remainder of this

Agreement, or the application of such terms or provisions to individuals, entities or circumstances other than those as to which they are held invalid or unenforceable, shall not be affected thereby and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. In the event of any conflict between the terms of this Agreement and of the Distributor's agreement, the terms of this Agreement shall prevail as between NASDAQ OMX and Subscriber.

12. DEFINITIONS.

Act shall mean the Securities Exchange Act of 1934, applicable only to Information disseminated from a NASDAQ OMX Market in the United States.

Affiliate shall mean any individual, corporation, company, partnership, limited partnership, Limited Liability Company, trust, association or other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such party.

Claims or Losses — Any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, judgments, settlements and expenses of whatever nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (a) indirect, special, punitive, consequential or incidental loss or damage, (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation or other indirect loss or damage), and (b) administrative costs, investigatory costs, litigation costs and auditors' and attorneys' fees and disbursements (including in-house personnel).

Distributor shall mean Distributor and its Affiliates as identified in writing to NASDAQ OMX. For purposes of this agreement, "Distributor" shall mean "Vendor".

Distributor's Service — The service from a distributor, including the data processing equipment, software and communications facilities related thereto, for receiving, processing, transmitting, using and disseminating the Information to or by Subscriber.

FSA shall mean a Financial Services Authority in Sweden, the United Kingdom, or other jurisdiction other than the United States.

Information shall mean certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Distributor or from NASDAQ OMX relating to: a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; b) activities of a NASDAQ OMX Company; c) other information and data from a NASDAQ OMX Company. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or re-engineered from the processed Information or that the processed Information can be used as a substitute for Information.

NASDAQ OMX shall collectively mean The NASDAQ OMX Group, Inc., a Delaware limited liability company and its subsidiaries and Affiliates (collectively "NASDAQ OMX").

NASDAQ OMX Markets shall mean the regulated securities and options exchange subsidiaries of NASDAQ OMX and other regulated market subsidiaries of NASDAQ OMX, including, but not limited to , The NASDAQ Stock Market (“NASDAQ”), the OMX Nordic Exchange (“OMX”), NASDAQ OMX BX (“BX”), NASDAQ OMX PHLX (“PHLX”), the Philadelphia Board of Trade (“PBOT”), and NASDAQ OMX Europe. The NASDAQ OMX Markets are each a **“NASDAQ OMX Market.”**

NASDAQ OMX Requirements — All (i) rules, regulations, interpretations, decisions, opinions, orders and other requirements of the SEC or an FSA, as may be applicable based upon the NASDAQ OMX Market from which the Information is received ; (ii) the rules and regulations, disciplinary decision and rule interpretations applicable to NASDAQ OMX Markets (iii) the NASDAQ OMX Markets' decisions, policies, interpretations, operating procedures, specifications, requirements, and other documentation that is regulatory or technical in nature (including, but not limited to, user guides) published on the NASDAQTrader website located at **www.NASDAQTrader.com** or another website accessible by and made known to Distributor; and (iv) all other applicable laws, statutes, rules, regulations, orders, decisions, interpretations, opinions, and other requirements, whether promulgated by the United States, England, Sweden or any other applicable jurisdiction (including in the area of intellectual property); and (v) the successors, as they may exist at the time, of the components of the NASDAQ OMX Requirements.

NASDAQ Trader shall mean the website located at **www.NASDAQTrader.com** or its successor site(s). Or — Includes the word "and".

Person — Any natural person, proprietorship, corporation, partnership or other entity whatsoever.

Subscriber — When it appears alone, the word "Subscriber" encompasses all Non-Professional, Private, Professional and Business Subscribers. All subscribers are deemed Professional or Business unless they are qualified as Non-Professional or Private Subscriber.

U.S. Information

- **Non-Professional Subscriber:**

Any natural person who is NOT: (a) registered or qualified in any capacity with the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association or any commodities or futures contract market or association; (b) engaged as an "investment advisor" as that term is defined in Section 202(a)(11) of the Investment Advisors Act of 1940 (whether or not registered or qualified under that Act); or (c) employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions that would require registration or qualification if such functions were performed for an organization not so exempt.

- **Professional Subscriber:**

All other persons who do not meet the definition of Non-Professional Subscriber.

Non-U.S. Information

- **Private Subscriber:**

A natural person for the purpose of managing the Subscriber's own personal investments and not for any business purpose, nor for the purpose of giving any form of advice to any other person. A Private Use Subscriber may not: (a) contract for, receive or use Information for the purpose of Private Use on behalf of any other person or any corporation, partnership, limited liability company, trust, association or other form of entity, (b) contract for, receive or use Information for the purpose of Private Use in any Service that is paid for by another person or any corporation, partnership, limited liability company, trust, association or other form of entity. A Private Use Subscriber shall, notwithstanding the above: (c) be permitted to contract for, receive or use Information on behalf of or paid for by another natural person (person B) provided that (1) its for the purpose of managing person B's own personal investments and not for any business purpose, and (2) person B have filed a power of attorney or equivalent documentation accordingly with Licensee, (d) be permitted to contract for, receive or use Information for Private Use on behalf of and/or paid for by a legal entity or other form of non-natural Person in which the Private Use Subscriber has full (100%) ownership and exercises full (100%) control, (e) Section (c) and (d) may not be combined.

- **Business Subscriber:**

All other persons who do not meet the definition of Private Subscriber.

"System" shall mean any system NASDAQ OMX has developed for the creation and/or dissemination of Information.

NYSE / AMEX User Agreement for Real-Time Quotes

AGREEMENT FOR MARKET DATA DISPLAY SERVICES

(Usage-Based Services/Non-professional Subscriber Status)

(Electronic Version)

Firstrade Securities Inc. ("Vendor" or "Firstrade") agrees 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 Nonprofessional 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 admitted to dealings on the New York Stock Exchange ("NYSE"), (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 "Authorizing SRO") may make available and as the NYSE 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 Authorizing 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 Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized 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 Authorizing SRO incurs in enforcing this Agreement against Subscriber.

4. DATA NOT GUARANTEED - Subscriber understands that no Authorizing SRO, no other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator") and no information processor that assists any Authorizing 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, labor 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. If Subscriber receives Market Data other than as a Nonprofessional Subscriber, it 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 Authorizing 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 Authorizing 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, Firstrate may terminate this Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 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 of 1934, the rules promulgated under that 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 organization, represents and warrants that he or she has actual authority to bind the organization.

ACCEPTED AND AGREED: I, the "Subscriber" to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions of Section 1, that I understand them and that I hereby manifest my assent to, and my agreement to comply with, those terms and conditions by "clicking" on the "I Agree" box below.

SECTION 2: NON-PROFESSIONAL SUBSCRIBER

1. NONPROFESSIONAL SUBSCRIBER DEFINITION - "Nonprofessional Subscriber" means any natural person who receives market data solely for his/her personal, non-business use and who is not a "Securities Professional." A "Securities Professional" includes an individual who, if working in the United States, is:

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 or futures contract market or association.

b. engaged as an "investment advisor" as that term is defined in Section 202 (a) (11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), or

c. employed by a bank or other organization 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 organization not so exempt.

A person who works outside of the United States will be considered a "Securities Professional" if he or she performs the same functions as someone who would be considered a "Securities Professional" in the United States.

Subscriber may not receive Market Data as a "Nonprofessional Subscriber" unless the vendor providing that data to Subscriber first determines that the individual falls within Paragraph 9's definition of "Nonprofessional Subscriber."

2. PERMITTED RECEIPT - Subscriber may not receive Market Data from Vendor, and Vendor may not provide Market Data to Subscriber, on a "Nonprofessional Subscriber" basis unless Vendor first properly determines that Subscriber qualifies as a "Nonprofessional Subscriber" as defined in Paragraph 9 and Subscriber in fact qualifies as a "Nonprofessional Subscriber."

3. PERMITTED USE - If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use.

4. PERSONAL AND EMPLOYMENT DATA - As a prerequisite to qualifying as a "Nonprofessional Subscriber", Subscriber shall provide the following information:

Subscriber's name and address:

Subscriber's occupations (list all occupations including homemaker, student, retiree, etc.):

Name(s) and address (es) of Subscriber's employer(s):

Subscriber's title(s) and/or position (s)

Subscriber's employment functions (description):

In order to facilitate a decision as to whether Subscriber qualifies as a "Nonprofessional Subscriber," Subscriber shall answer the following questions:

- A. Do you use Market Data solely for your personal, non-business use?

Yes No

B. Do you receive Market Data for your business or any other entity?

Yes No

C. Are you currently registered or qualified with the SEC or the CFTC?

Yes No

D. Are you currently registered or qualified with any securities agency, any securities exchange, association or regulatory body, or any commodities or futures contract market, association or regulatory body, in the United States or elsewhere?

Yes No

E. Whether you are located within or outside of the United States, do you perform any functions that are similar to those that require an individual to register or qualify with the SEC, the CFTC, any other securities agency or regulatory body, any securities exchange or association, or any commodities or futures contract market, association or regulatory body?

Yes No

F. Are you engaged to provide investment advice to any individual or entity?

Yes No

G. Are you engaged as an asset manager?

Yes No

H. Do you use the capital of any other individual or entity in the conduct of your trading?

Yes No

I. Do you conduct trading for the benefit of a corporation, partnership, or other entity?

Yes No

J. Have you entered into any agreement to share the profit of your trading activities or receive compensation for your trading activities?

Yes No

K. Are you receiving office space, and equipment or other benefits in exchange for your trading or work as a financial consultant to any person, firm or business entity?

Yes No

Subscriber shall notify Firsttrade promptly in writing of any change in his or her circumstances that may cause him or her to cease to qualify as a Nonprofessional Subscriber or that may change his or her response to any of the preceding questions.

5. CERTIFICATION - By executing this Agreement, Subscriber hereby certifies that he or she falls within Section 2, Paragraph 1's definition of "Nonprofessional Subscriber" and that the personal and employment information that he or she has included in Section 2, Paragraph 4 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 of Section 2, that I understand them and that I hereby manifest my assent to, and my agreement to comply with, those terms and conditions by "clicking" on the "I Agree" box below.

OPRA User Agreement for Real-Time Quotes

OPTIONS PRICE REPORTING AUTHORITY SUBSCRIBER AGREEMENT

IMPORTANT NOTICE: THIS SUBSCRIBER AGREEMENT (THIS "AGREEMENT") IS AN AGREEMENT BETWEEN YOU AND [Firsttrade Securities] FOR YOU TO RECEIVE INFORMATION PUBLISHED BY THE OPTIONS PRICE REPORTING AUTHORITY ("OPRA"). PLEASE READ THIS AGREEMENT CAREFULLY. AFTER YOU HAVE READ THIS AGREEMENT, PLEASE INDICATE YOUR AGREEMENT TO BE BOUND BY ITS TERMS AND CONDITIONS BY CLICKING ON THE "I AGREE" BUTTON AT THE END. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU WILL BE UNABLE TO RECEIVE THE INFORMATION.

By completing and submitting this Agreement, you are applying to receive from [Firsttrade Securities Inc., 30-50 Whitestone Expwy., Ste. A301, Flushing, NY 11354] ("Vendor") a market data service (the "Service") providing access to current options last sale and quotation information and related information ("OPRA Data") published by OPRA pursuant to a Plan declared effective by the Securities and Exchange Commission. In reviewing and approving this Agreement, Vendor is authorized to act on behalf of the "OPRA Participants," which are those national securities exchanges who, from time to time, are parties to this Plan. The person who acts from time to time as data processor on behalf of OPRA is referred to herein as "OPRA's Processor."

By completing and submitting this Agreement and clicking on the "I agree" button at the end of this Agreement, you are consenting to enter into this Agreement in electronic form. You have the right to withdraw your consent by terminating this Agreement and your receipt of the OPRA Data. Your right to terminate this Agreement and your receipt of the OPRA Data, and the procedure you must follow to do so, are described in paragraph 6 below. If any information needed to contact you electronically changes, the procedure for notifying Vendor is described in paragraph 11 below. If you wish to have a copy of this Agreement in paper form and you are unable to print a copy on your own computer system, Vendor will provide you with a paper copy at no charge upon its receipt of your request transmitted as described in paragraph 11. You may access a copy of this Agreement electronically at no charge, if your access to OPRA Data is from a device capable of receiving text.

This Agreement includes an "Addendum for Non-professionals." The term "Non-professional" is defined in the Addendum. The purpose of the Addendum is to determine whether you are a Non-professional under this definition. If you are a Non-professional under this definition, OPRA's charges to Vendor for your use of the OPRA Data are subject to a cap, and you may be entitled to pay lower fees to Vendor. You do not need to complete the Addendum, but if you do not do so, or if you cannot agree with all of the statements in the Addendum, OPRA will not consider you to be a Non-professional.

You hereby represent and agree as follows:

1. You shall receive the Service and the OPRA Data included therein solely for your own business or personal use, and you shall not retransmit or otherwise furnish the OPRA Data to any person, other than your own employees on devices that are subject to the control of Vendor. If you are a Non-professional and have completed the Addendum for Non-professionals, you are only permitted under this Agreement to use the OPRA Data for your own personal investment activities.
2. You acknowledge that OPRA Data is and shall remain the property of the OPRA Participant on which a reported transaction took place or a reported quotation was entered.
3. **DISCLAIMER OF LIABILITY - NEITHER VENDOR, OPRA, OPRA'S PROCESSOR NOR ANY OPRA PARTICIPANT GUARANTEES THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF ANY OF THE OPRA DATA SUPPLIED TO YOU HEREUNDER AND NEITHER VENDOR, OPRA, OPRA'S PROCESSOR NOR ANY OPRA PARTICIPANT SHALL BE LIABLE IN ANY WAY, TO YOU OR TO ANY OTHER PERSON, FOR ANY LOSS, DAMAGES, COST OR EXPENSE WHICH MAY ARISE FROM ANY FAILURE OF PERFORMANCE BY VENDOR, OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT, OR FROM ANY DELAYS, INACCURACIES, ERRORS IN OR OMISSIONS OF, ANY OF THE OPRA DATA OR IN THE TRANSMISSION OR DELIVERY THEREOF, WHETHER OR NOT DUE TO ANY NEGLIGENT ACT OR OMISSION ON THE PART OF VENDOR, OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT. IN NO EVENT SHALL VENDOR, OPRA,**

OPRA'S PROCESSOR OR ANY PARTICIPANT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, OR DAMAGES RESULTING FROM INCONVENIENCE OR LOSS OF USE OF THE SERVICE.

4. The terms of this Agreement may be modified at any time upon notice to you. If you do not assent to this Agreement as modified at or prior to the time you next attempt to access the Service, this Agreement shall automatically be terminated. This Agreement as modified shall apply to your use of the Service from and after the date of the modification.

5. Your receipt of the OPRA Data hereunder may be terminated at any time by you or by Vendor upon 30 days' notice from the terminating party to the other party, and may be terminated immediately upon a determination by Vendor or OPRA that you are not in compliance with this Agreement.

6. Nothing herein shall be deemed to prevent or restrict OPRA, OPRA's Processor or any OPRA Participant from discontinuing to furnish OPRA Data for dissemination or from making such changes in the speed of transmission, the characteristics of the electrical signals representing the OPRA Data or the manner of disseminating the same, as OPRA shall from time to time determine to be appropriate, with or without notice to you. You shall not hold OPRA, OPRA's Processor, or any OPRA Participant liable for any resulting liability, loss or damage that may arise therefrom.

7. You agree to notify Vendor promptly of any changes in the information provided herein and to furnish Vendor any additional information requested by it in connection with your receipt of the OPRA Data.

8. The parties acknowledge and agree that this Agreement is for the express benefit of OPRA, OPRA's Processor and each OPRA Participant

9. The provisions of Sections 3, 4 and 9 will survive any termination of this Agreement and will remain in full force and effect.

10. All notices under this Agreement may be provided either in writing or electronically. All written notices to Vendor shall be sent to the Vendor's street address set forth above and all such notices to you shall be sent to the street address that you provide in paragraph 1. All electronic notices to Vendor

shall be sent to Vendor's email address set forth above and all such notices to you shall be provided to you where you access the OPRA Data electronically.

ADDENDUM FOR NON PROFESSIONALS (To be completed by Non-professional Subscribers only)

The purpose of this Addendum is to determine whether you are a "Non-professional" for OPRA's purposes. OPRA defines a "Nonprofessional" as an individual for whom the four statements set out in paragraphs 1(a) through (d) of this Addendum are true.

1. You represent and agree that the following statements are and will continue to be true for so long as you receive OPRA Data as a Non-professional:

a. You are entering into this Agreement in your own individual capacity and not on behalf of any other person or any corporation, partnership, limited liability company, trust, association or other form of entity.

b. You shall use the OPRA Data solely in connection with your individual personal investment activities and not in connection with any trade or business activities.

c. You are not a securities broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, member of a securities exchange or association or futures contract market, or an owner, partner, or associated person of any of the foregoing.

d. You are not employed by a bank or an insurance company or an affiliate of either to perform functions related to securities or commodity futures investment or trading activity.

2. You agree to notify Vendor promptly if your circumstances change such that any of the statements in Section 1 of this Addendum would no longer be true for you.