

## **MARKET DATA ADDENDUM**

### **(PROVISION OF EXCHANGE DATA RELATED TO US STOCKS)**

Pursuant to paragraph 10.12 of AAAFx's Retail Client Agreement, AAAFx shall provide to you access to Exchange Data (as defined herein) subject to the acceptance by you of the terms included in this Market Data Addendum.

#### **1. DEFINITIONS**

In addition to the definitions included in the Retail Client Agreement, which are also applicable to this Addendum the following terms shall have the following meaning:

**“Cboe Global Markets”** means Cboe Global Markets, Inc. and any successor organization to Cboe Global Markets, Inc.

**“Cboe Global Markets System”** means any system Cboe Data Services, LLC or its affiliates have developed for creation and/or dissemination of Exchange Data.

**“CDS”** means Cboe Data Services, LLC. CDS shall be regarded as a Market Data Provider for the application of paragraph 10.12 of the Retail Client Agreement.

**“CDS Indemnified Parties”** means, collectively, Cboe Data Services, LLC, its affiliates and third party information providers, and its and their respective owners, officers, directors, employees, contractors and agents.

**“Claims and Losses”** means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, proceedings, costs, judgments, settlements and expenses of any 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, and (b) administrative costs, investigatory costs, litigation costs and auditors' and attorneys' fees and expenses (including in-house personnel).

**“Exchange”** and **“Exchanges”** means, individually or collectively, any subsidiary currently operated by Cboe Global Markets or a subsidiary of Cboe Global Markets, and any other subsidiary hereinafter created or acquired by Cboe Global Markets or a subsidiary of Cboe Global Markets.

**“Exchange Data”** means certain data and other information: (a) disseminated by a Cboe Global Markets System relating to securities or other financial instruments, products, vehicles, currencies, or other means; or (b) related to Persons regulated by an Exchange or to activities of an Exchange; or (c) gathered by Cboe Data Services, LLC from other sources, in each case (other than foreign currency trading data) sourced by Cboe Data Services, LLC within the U.S.

**“Person”** means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organization, or other entity.

**“Regulatory Requirements”** means (a) the rules, regulations, interpretations, decisions, opinions, orders and other requirements of the Securities Exchange Commission or other regulatory authorities, as may be applicable; (b) the rules and regulations, disciplinary decisions and rule interpretations of the Exchanges; (c) the Exchanges’ decisions, policies, interpretations, user guides, operating procedures, specifications, requirements and other documentation that is regulatory or technical in nature published on Cboe Global Markets’ website or successor website; and (d) all other applicable laws, statutes, rules, regulations, orders, decisions, interpretations, opinions and other legal or regulatory requirements.

**“Client”** means you, i.e. the person accepting this Agreement and making use of the Exchange Data based on the terms of the Retail Client Agreement and of this Agreement.

## **2. USE OF EXCHANGE DATA**

Access to Exchange Data is provided to Client exclusively for internal/personal use. Client may not sell, lease, furnish or otherwise permit or provide access to Exchange Data to any other Person or to any other office or place. Client will not engage in the operation of any illegal business use or permit anyone else to use Exchange Data, or any part thereof, for any illegal purpose or violation of any Regulatory Requirements. Client may not present Exchange Data rendered in any unfair, misleading, or discriminatory format. Client shall take reasonable security precautions to prevent unauthorized Persons from gaining access to Exchange Data.

## **3. LIMITATION OF LIABILITY AND INDEMNIFICATION FOR USE OF EXCHANGE DATA**

AAAFx and CDS Indemnified Parties shall not be liable to Client or to any other Person for any inaccurate or incomplete Exchange Data received from CDS or from AAAFx, any delays, interruptions, errors, or omissions in the furnishing thereof, or any direct, indirect or consequential damages arising from or occasioned by said inaccuracies, delays, interruptions, errors or omissions. This Section shall not relieve CDS, AAAFx, Client, 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.

## **4 CLAIMS AND LOSSES.**

**4.1.** Client agrees to indemnify and hold harmless AAAFx and CDS Indemnified Parties from any and all Claims and Losses imposed on, incurred by, or asserted as a result of or relating to: (a) any noncompliance by Client with the terms and conditions hereof; and (b) any third party actions related to Client’s receipt and use of Exchange Data, whether authorized or unauthorized under this Agreement.

**4.2.** Each party agrees to indemnify and hold harmless another party and their owners, subsidiaries, affiliates, officers, directors, employees, agents, and any related Persons, against any Claims and Losses arising from, involving, or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party provided that: (a) the indemnified party promptly notifies the indemnifying party in writing of the Claims and Losses; and (b) the indemnified party reasonably cooperates in the defense of the Claims and Losses.

The present paragraph 4.1 shall also benefit to CDS and any and its owners, subsidiaries, affiliates, officers, directors, employees, agents, and any related Persons. Regarding claims against CDS in accordance with this paragraph CDS shall be permitted to solely defend and settle.

**4.3. Privacy Notice and Policy for use of Exchange Data.** The use and access to Exchange Data by the Client is subject to the privacy policy of Cboe Global Markets found here: <http://www.cboe.com/legal/privacy> .

## **5. TERMINATION OR LIMITATION OF THE PROVISION OF EXCHANGE DATA**

**5.1.** AAAFx may terminate or limit the provision of Exchange Data, or any part thereof at any time, if requested to do so by CDS, when the latter is required to do so in fulfillment of statutory obligations or otherwise or in any other case where the Exchange Data become unavailable to AAAFx without any liability for AAAFx to the Client.

**5.2.** AAAFx may terminate the provision of Exchange Data with immediate effect and without notice if Client does not comply with his/her obligations arising from this Addendum.

## **6. MISCELLANEOUS**

**6.1.** This Addendum will be also governed by the terms of the AAAFx's Retail Client Agreement.

**6.2.** To the extent this Addendum shall be deemed inconsistent with any terms or conditions of AAAFx's Retail Client Agreement, the terms of this Addendum shall prevail.