

OPTIONS PRICE REPORTING AUTHORITY SUBSCRIBER AGREEMENT

Important Notice: This subscriber agreement (“Agreement”) is an agreement between you and Morgan Stanley Smith Barney LLC for you to receive information published by the Options Price Reporting Authority (“OPRA”).

Please read this agreement carefully and then indicate your agreement to be bound by its terms and conditions by checking the “I Agree” check box next to this agreement. 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 a market data service (the “Service”) from Morgan Stanley Smith Barney (indivfeedback@morganstanley.com), herein called the “Vendor.” The Service provides access to current options last sale and quotation information and related information (“OPRA Data”) published by OPRA. The Service is pursuant to a Plan declared effective by the Securities and Exchange Commission.

In reviewing and approving this Agreement, the Vendor is authorized to act on behalf of the “OPRA Participants” -- national securities exchanges who, from time to time, are parties to this Plan. The person who provides data directly to the Vendor on behalf of OPRA from time to time is referred to herein as “OPRA’s Processor.”

By completing and submitting this Agreement by checking the “I Agree” check box next to 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. The procedures for doing so are described [below](#). You may access a printable version of this Agreement [here](#) at no charge.

This Agreement includes an “Addendum for Nonprofessionals.” The purpose of the Addendum is to determine whether you are a Nonprofessional under the definition provided [below](#). If you are, OPRA’s charges to the Vendor for your use of OPRA Data are subject to a cap, and you may be entitled to pay lower fees to the 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 Nonprofessional.

You hereby represent and agree as follows:

1. To confirm your full name and address provided at the bottom of this Agreement.
2. 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 OPRA Data to any person, other than your own employees, on devices that are subject to the control of the Vendor. If you are a Nonprofessional and have completed the Addendum for Nonprofessionals below, you are only permitted under this Agreement to use OPRA Data for your own personal investment activities.

3. 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.
4. 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. 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 of 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, including but not limited to lost profits, trading losses, or damages resulting from inconvenience or loss of use of the service.
5. 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 will automatically be terminated. This Agreement as modified shall apply to your use of the Service on and after the modification date.
6. You or the Vendor may terminate your receipt of OPRA Data at any time upon 30 days notice from the terminating party to the other party. If it is determined by the Vendor or OPRA that you are not in compliance with this Agreement it may be terminated immediately.
7. 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 data or the way data is disseminated, as OPRA shall from time to time determine to be appropriate. These changes may be made 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 as a result.
8. You agree to notify the Vendor promptly of any changes in the information provided here and to provide any additional information requested by the Vendor in connection with your receipt of OPRA Data.
9. The parties acknowledge and agree that this Agreement is for the express benefit of OPRA, OPRA’s Processor and each OPRA Participant.
10. The provisions of Sections 3, 4 and 9 will survive any termination of this Agreement and will remain in full force and effect. If you agree to the terms and conditions set forth

above, please confirm your name and address that appear at the bottom of this Agreement and check "I Agree."

ADDENDUM FOR NONPROFESSIONALS

(To be completed by Nonprofessional Subscribers only)

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

1. You agree that the following statements are and will continue to be true as long as you receive OPRA Data as a Nonprofessional:

(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 will use OPRA Data solely in connection with your individual personal investment activities and not in connection with any 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 above.

(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 the 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.

I am a Nonprofessional as defined by OPRA above and agree to the terms and conditions outlined in the Addendum for Nonprofessionals.

Please confirm your full name and address below and then check the "I Agree" check box if you have read and agreed to all of the terms and conditions outlined in this Agreement. By confirming your name and checking "I Agree," you agree that:

i) You have read and understand all of the terms and conditions set forth above, and

ii) You intend to form a legally binding and valid contract under which you will be bound by all of the terms and conditions set forth above