

OPTIONS PRICE REPORTING AUTHORITY
SUBSCRIBER AGREEMENT

TERMS AND CONDITIONS

Freedom Finance Europe Ltd, a company established under the laws of the Republic of Cyprus (HE324220), hereinafter referred to as the "Distributor", "Company", authorized and regulated by the Cyprus Securities and Exchange Commission under license of a Cyprus Company providing investment services, license number 275/15, dated 20.05.2015, and with registered address: Christaki Kranou 20, Freedom Tower, 5th Floor, 4041 Germasogeia, Limassol, Cyprus.

IMPORTANT NOTICE: THIS SUBSCRIBER AGREEMENT (THIS "AGREEMENT") IS AN AGREEMENT BETWEEN YOU AND THE COMPANY FOR YOU TO RECEIVE INFORMATION PUBLISHED BY THE OPTIONS PRICE REPORTING AUTHORITY, LLC("OPRA"). PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCEPTING THE GENERAL TERMS OF BUSINESS, YOU ADHERE TO THIS AGREEMENT.

By adhering to this Agreement, you are applying to receive from the Company 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. The parties to this Plan (each, an "OPRA Participant") are those national securities exchanges that are from time to time approved by the Securities and Exchange Commission for the trading of securities options. In reviewing and approving this Agreement, the Company is authorized to act on behalf of OPRA. The person who acts from time to time as data processor on behalf of OPRA is referred to herein as "OPRA's Processor."

By accepting the General Terms of Business and thereby the terms and conditions 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 5 below.** If any information needed to contact you electronically changes, the procedure for notifying The Company is described in paragraph 10 below.

This Agreement includes an "Addendum for Nonprofessionals". The term "Nonprofessional" is



defined in the Addendum. The purpose of the Addendum is to determine whether you are a Nonprofessional under this definition.

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 the Company. If you are a Nonprofessional, you are only permitted under this Agreement to use the OPRA Data for the investment activities described in the Addendum for Nonprofessionals.
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 THE COMPANY, 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 THE COMPANY, 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 THE COMPANY, 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 THE COMPANY, OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT. IN NO EVENT SHALL THE COMPANY, 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 the Company upon 30 days notice from the terminating party to the other party, and may be terminated immediately upon a determination by the Company 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 the Company promptly of any changes in the information provided by you on accepting the General Terms of Business and adhering to this Agreement and to furnish the Company any additional information requested by it in connection with your receipt of the OPRA Data.
8. You 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 2, 3 and 8 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, either to you or to the Company, shall be sent in accordance with the General Terms of Business.

By accepting the General Terms of Business, 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.

ADDENDUM FOR NONPROFESSIONALS

The purpose of this Addendum is to determine whether you are a “Nonprofessional” for OPRA’s purposes. OPRA defines a “Nonprofessional” as a legal person for whom the statements set out in Section 1 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 Nonprofessional:
 - a) You are either a “natural person” (an individual human being) or a “qualifying trust.”* You are not a corporation, partnership, limited liability company, or other form of entity (including any form of trust that does not qualify as a qualifying trust).
 - b) If you are a natural person, you shall use the OPRA Data solely in connection with your personal investment activities and the personal investment activities of your immediate family members** and qualifying trusts of which you are the trustee or custodian. If you are a qualifying trust, you shall use the OPRA Data solely in connection with your personal investment activities. In any case, you shall not use the OPRA Data in connection with any trade, business, professional or other commercial activities.
 - c) You are not a “Professional.” For a natural person who works in the United States, a “Professional” is a natural person who is: (i) registered or qualified with the Securities and Exchange Commission, the Commodities Futures Trading Commission, any state securities agency, any securities exchange/association, or any commodities/futures contract market/association, (ii) engaged as an “investment adviser,” as that term is defined in the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act); or (iii) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require you to be so registered or qualified if you were to perform such functions for an organization not so exempt. For a natural person who works outside of the United States, a “Professional” is a natural person who performs the same functions as someone who would be considered a “Professional” in the United States.
2. You agree to notify the Company promptly if your circumstances change such that any of the statements in Section 1 of this Addendum would no longer be true for you.

*The term “qualifying trust” means (a) any irrevocable or revocable trust (1) which has only one trustee, who is a natural person and is not receiving any compensation for acting as trustee and (2) of which the only current beneficiaries are any one or more of the trustee and the immediate family members of the trustee, and (b) any custodial account established under a Uniform Transfers to Minors Act or similar state statute (1) which has only one custodian, who is a natural person and is not receiving any compensation for acting as custodian, and (2) of which the beneficiary is a lineal descendant (a child, grandchild,



etc.) of the custodian. A “current beneficiary” is a beneficiary to whom the current income or principal of the trust may or must then be distributed, ignoring the possible exercise of any then unexercised power of appointment. The term “immediate family members” is defined in the footnote to paragraph 1(b) of this Addendum.

**The term “immediate family members” means, with reference to a particular natural person, the spouse of that person, that person’s lineal ancestors (that is, parents, grandparents, etc.) and lineal descendants (that is, children, grandchildren, etc.), and the spouses (including surviving spouses) of that person’s lineal ancestors and lineal descendants. The term includes step and adoptive relationships.