

This Soft Dollar Agreement (this “**Agreement**”) is entered into as of _____ (the “**Effective Date**”), by and between Nasdaq, Inc. (“**Nasdaq**”), a Delaware corporation with its principal place of business at 151 West 42nd Street, New York, New York 10036, Payor, and Distributor, (each a “**Party**” and collectively the “**Parties**” to this Addendum.)

	Payor	Distributor
Company:		
Point of Contact:		
Address:		
Telephone:		
Email:		

	Payor Billing Information	Distributor Accounts (Accounts)
Company:		
Point of Contact:		
Address:		
Telephone:		
Email:		

Whereas, Distributor is subject to the Nasdaq Global Data Agreement (the “**GDA**”) which governs Distributor’s access and use of Information (as defined in the GDA);

Whereas, Payor wishes to be invoiced and pay for all fees incurred by Distributor pursuant to the GDA.

Now, therefore, the Parties agree as follows:

1. **Payment.** All payments for the Information provided to Distributor under the GDA for the Accounts shall be paid by Payor. Applicable fees shall be invoiced and payments shall be made in accordance with the GDA (<https://www.nasdaqtrader.com/content/administra>

[tionSupport/agreementsdata/globaldataagreement.pdf](https://www.nasdaqtrader.com/content/administrationSupport/agreementsdata/globaldataagreement.pdf)).

2. **Failure to Pay.** Distributor acknowledges and agrees that Distributor shall be solely responsible and liable for: (a) any fees not paid by Payor in accordance with the GDA; (b) any fees that cannot be paid by Payor due to applicable law, statute, rule, or regulation; and (c) any fees or other charges incurred due to Payor’s failure to timely pay.

2. **Section 28(e).** Nasdaq does not make any warranties or representations concerning the impact of Section 28(e) of the Securities Exchange Act of 1934 on this Agreement, or the arrangement set forth

herein, or the legality of this Agreement, or the arrangement set forth herein, vis-a-vis said Section.

3. Term; Termination. This Agreement shall commence as of the Effective Date and continue until terminated in accordance with this Section. A Party may terminate this Agreement for any reason or no reason whatsoever upon ten (10) days prior written notice to the other Parties. In the event of termination of this Agreement, Distributor shall be responsible and liable for any outstanding fees not paid by Payor. Such outstanding fees shall be invoice and paid in accordance with the Agreement.

4. Representations and Warranties. Each Party represents and warrants that: (i) neither it nor any of its Affiliates is designated on a restricted party list maintained by the U.S. Government (e.g., List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Sectoral Sanctions

Identification List, Entity List, Denied Persons List, Unverified List or Debarred Parties List), the United Nations Security Council, the European Union, the United Kingdom, or other applicable jurisdictions ("**Restricted Party**"); (ii) no Restricted Party owns, individually or in the aggregate, 50% or more of its outstanding share capital; and (iii) none of its officers or directors is a Restricted Party.

5. Applicability of GDA. Distributor acknowledges and agrees that all provision of Information by Nasdaq and access and use of the Information and related services by Distributor shall be subject to the terms and conditions of the GDA. In no event shall this Agreement provide Payor access or use of the Information. As between Nasdaq and Distributor, in the event of any conflict between the provisions of this Agreement and the provisions of the GDA, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers.

Nasdaq, Inc.:	Payor:
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Signature of Distributor:	
Printed Name:	
Title:	
Date:	