

## OPTIONS PRICE REPORTING AUTHORITY

### Non-Professional Subscriber Agreement

IMPORTANT NOTICE: THIS SUBSCRIBER AGREEMENT (THIS "AGREEMENT") IS AN AGREEMENT BETWEEN YOU AND UBS FINANCIAL SERVICES, INC. FOR YOU TO RECEIVE INFORMATION PUBLISHED BY THE OPTIONS PRICE REPORTING AUTHORITY, LLC ("OPRA"). PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU WILL BE UNABLE TO RECEIVE THE INFORMATION.

By agreeing to this Agreement, you are applying to receive from UBS Financial Services, Inc. ("UBS Financial Services") a market data service (the "Service") providing access to current options last sale and quotation information and related information ("OPRA Data") published by OPRA, and you further agree to and attest the accuracy of the following terms as they pertain to you:

- You will receive OPRA Data solely in connection with your personal investment activities and the personal investment activities of your immediate family members.
- You are not a corporation, partnership, limited liability company, trust (except for qualifying trusts) or other form of entity.
- You are not an employee, associated person, owner, or partner of a securities broker-dealer, investment advisor, futures commission merchant, commodities introducing broker or commodity trading advisor, member of a securities exchange or association of futures contract market.
- 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.
- You will not retransmit or otherwise give OPRA Data to any other person.
- You acknowledge that OPRA Data is and shall remain the property of the respective exchange or other market on which a reported transaction took place or a reported quotation was entered, and you agree to not use the OPRA Data in any capacity other than in compliance with the terms of this Agreement.
- The terms and conditions of this Agreement may be modified by OPRA at any time upon notice to you.
- Upon 30 days notice to the other party, you or UBS Financial Services may terminate this Agreement for any reason. You acknowledge that UBS Financial Services may terminate this Agreement immediately if UBS Financial Services or OPRA determines that you are not in compliance with the Agreement.
- You agree to notify UBS Financial Services promptly of any changes in the information provided herein or of any circumstances that arise which preclude any of the statements contained herein from remaining true for you.

DISCLAIMER OF LIABILITY – NEITHER UBS FINANCIAL SERVICES, 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 UBS FINANCIAL SERVICES, 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 UBS FINANCIAL SERVICES, 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 UBS FINANCIAL SERVICES, OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT. IN NO EVENT SHALL UBS FINANCIAL SERVICES, OPRA, OPRA'S PROCESSOR OR ANY OPRA PARTICIPANT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, OR DAMAGES RESULTING FROM INCONVENIENCE OR LOSS OF USE OF THE SERVICE.

This Agreement is for the express benefit of OPRA, OPRA's Processor, each OPRA Participant and UBS Financial Services.

I Agree

I Do Not Agree

