

Nonprofessional Subscriber Application and Agreement

(Last Sale and Quotation Information for Personal Nonbusiness Use Only)

(“Applicant”) hereby applies to Track Data Corporation (“Vendor”) for approval as a Nonprofessional Subscriber to receive for personal nonbusiness use current options last sale information and current options quotation information (“the information”) published by the Options Price Reporting Authority (“OPRA”) pursuant to a Plan declared effective by the Securities and Exchange Commission. In reviewing and approving this Agreement, Vendor is authorized to act on behalf of the OPRA participants, which are those national securities exchanges and associations who, from time to time, are parties to said Plan. Applicant acknowledges that all representations and agreements made herein and all payments made hereunder are for the benefit of the OPRA participants. For the purpose of this Agreement, Applicant hereby represents and agrees that the Information provided by Applicant on the Service Subscription Agreement is true and correct, and that said information is provided at the address on the Service Subscription Agreement.

1. As condition of being approved as a Nonprofessional Subscriber, Applicant
2. represents and agrees that the following statements are and will continue to be
3. true for so long as Applicant receives Information as a Nonprofessional Subscriber:
 - A. Applicant is making this Application and Agreement in his or her own individual capacity and not on behalf of a firm, corporation, partnership, trust or association.
 - B. Applicant shall use the information solely in connection with his or her individual personal investment activities and not in connection with any trade or business activities.
 - C. Applicant shall receive the information only at the location and via the equipment identified in Items 3 and 4 above, and shall not furnish the Information to any other person.
 - D. Applicant is not 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, or an owner, partner, or associates person of any of the foregoing.
 - E. Applicant is 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.
4. For the privilege of receiving the Information, Applicant agrees to pay to Vendor for the Benefit of the OPRA participants the OPRA Nonprofessional Subscriber Fee in such amount and at such times as shall be established by OPRA from time to time, plus any applicable federal, state or local taxes. This Fee shall be in condition to any changes imposed by Vendor, OPRA shall provide notice to Vendor of any change in this Fee not less than 30 days prior to the effectiveness of such change. Vendor shall be responsible for notifying its Nonprofessional Subscribers of all Fee changes.
5. Applicant acknowledges that the Information 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 Applicant shall make no use of the Information except in compliance with the terms of the Application and Agreement.
6. **DISCLAIMER OF LIABILITY NEITHER OPRA NOR ANY OPRA PARTICIPANTS GUARANTEES THE**

TIMELINESS, SEQUENCE.

7. **ACCURACY OR COMPLETENESS OF ANY OF THE OPTIONS LAST SALE PRICES, QUOTATION INFORMATION, OR OTHER MARKET INFORMATION SUPPLIED TO APPLICANT HEREUNDER AND NEITHER OPRA NOR ANY OPRA PARTICIPANT SHALL BE LIABLE IN ANY WAY TO APPLICANT OR TO ANY OTHER PERSON, FOR ANY DELAYS, INACCURACIES, ERRORS IN OR OMISSIONS OF, ANY OF THE INFORMATION OR THE TRANSMISSION THEREOF, OR FOR ANY DAMAGES ARISING THEREFROM OR OCCASIONED THEREBY OR BY REASON OF NONPERFORMANCE OF INTERRUPTION OF ANY OF THE OPTIONS LAST SALE PRICES, QUOTATION INFORMATION OR OTHER MARKET INFORMATION SUPPLIED**

TO APPLICANT FOR ANY CAUSE WHATEVER.

8. Applicant's privilege of receiving the Information hereunder may be terminated by Applicant or by Vendor upon 30 days written notice from the terminating party to the other party, and shall be terminated immediately at any time that Vendor or OPRA determines that Applicant is not in compliance with this Agreement or that any of the Applicant's representations herein are not true. Upon a determination by Vendor or OPRA that Applicant received access to Information as a Nonprofessional Subscriber during any period when Applicant did not meet the qualifications for such access, within 30 days of receipt of written notice of such determination Applicant shall pay to OPRA's Professional Subscriber fee for the period during which Applicant had access to the Information, less Applicant's Nonprofessional Subscriber fees for such period actually received by OPRA.
9. Nothing herein shall be deemed to prevent or restrict any OPRA Participant from discontinuing to furnish options last sale information or quotation information for dissemination nor to restrict OPRA from making such changes in the speed of transmission, the characteristics of the electrical signals representing the Information or the manner of dissemination the same, as OPRA shall from time to time determine to be appropriate; but in no event of any such discontinuance or change, OPRA shall give such notice thereof to Vendor as is reasonable under the circumstances.
10. Applicant agrees to inform Vendor promptly in writing at its address set forth above of any changes in the information provided herein and to furnish Vendor any additional information requested by it in connection with Applicant's receipt of the information.
11. I have read, and agree to be bound by, the above terms and conditions
Name: _____ Date (mm/dd/yyyy): ____/____/____ .

The exchange you requested requires that we have an executed agreement in our files before we can distribute the real-time data to you. Please print this agreement from this window's file menu and fax it to us at 1-718-923-2350.

If you can not fax the agreement please mail to:

MyTrack
Track Data Corp.
691 Fulton Street
Brooklyn, NY 11217
Attn: Contracts

Please note that you will receive this exchange data on a delayed basis until we receive the executed agreement. We will be validating users within 2 hours of receipt of agreement.