

**NON-MEMBER FINRA/NASDAQ TRADE REPORTING FACILITY
ADDENDUM TO THE NASDAQ U.S. SERVICES AGREEMENT**

(for CDS Clearing and Depository Services Inc. (CDS) Participants)

This Non-Member FINRA/NASDAQ Trade Reporting Service Addendum (“Addendum”) to the NASDAQ U.S. Services Agreement (“Agreement”) applies to a CDS participant (“Participant”) who:

- (a) is a member in good standing of CDS Clearing and Depository Services Inc. (“CDS”);
- (b) is not a member of Financial Industry Regulatory Authority (“FINRA”);
and
- (c) only utilizes the FINRA/NASDAQ Trade Reporting Facility (“Facility”) provided by NASDAQ, Inc. (“NASDAQ”) for comparing, accepting and facilitating the clearance and settlement (on the regularly scheduled settlement date) of trades reported to the Facility and to NSCC for clearance and settlement by a FINRA member for which Participant is listed as a contra-party (i.e., the party that does not have the trade reporting obligation under FINRA rules).

1. Purpose.

The purpose of this Addendum is to set forth the obligations and responsibilities of the parties with respect to Participant’s access to and participation in the Facility provided by NASDAQ for the purposes of comparing, accepting and facilitating the clearance and settlement of trades with FINRA members on which Participant is listed as a contra-party. This Addendum serves as the Non-Member Participant Application Agreement described in FINRA Rule 7220A(a).

2. Access by Participant.

- a. CDS acknowledges and agrees that it is sponsoring Participant’s authorized access to the Facility and that it guarantees the trades of Participant as reported to the Facility and to NSCC for clearance and settlement and that further, it currently has and certifies that it will maintain sufficient financial strength to guarantee such trades.
- b. CDS and Participant acknowledge that Participant’s failure to abide by the applicable NASDAQ Requirements, including but not limited to, applicable FINRA rules and rules and regulations of the U.S. Securities and Exchange Commission (“SEC”), may result in the suspension of Participant’s access to the Facility and/or referral of the matter to the Investment Industry

Regulatory Organization of Canada (IIROC) for investigation and potential prosecution.

3. Obligations and Responsibilities.

- a. As a condition of participation in the FINRA/NASDAQ Trade Reporting Facility operated by NASDAQ, Participant shall comply with the version as it exists at the relevant time of the NASDAQ Requirements relating to trade reporting, including but not limited to applicable FINRA rules and SEC rules and regulations. NASDAQ may terminate, the Agreement if Participant violates the NASDAQ Requirements, or any applicable law, rule or regulation in connection with the use of the Facility, or if Participant ceases to be a member in good standing of CDS. Nasdaq shall terminate the Agreement, upon FINRA's request, if Participant violates any FINRA rules.
- b. Participant is permitted to use the Facility only for the purposes of comparing, accepting and facilitating the clearance and settlement of trades with FINRA members on which Participant is listed as a contra-party. Participant may not use the Facility to report a trade for public dissemination or "media" purposes pursuant to FINRA Rule 6380A(b). Participant may only be listed as a contra-party to a trade reported by a FINRA member.
- c. By executing this Addendum, the Participant agrees to accept and honor all trades submitted to the Facility provided by NASDAQ. Participant shall ensure the completeness and accuracy of information submitted to the Facility provided by NASDAQ.
- d. In consideration of the Participant's compliance with the provisions of this Addendum, NASDAQ will make the Facility provided by NASDAQ available to Participant and will process reported trades in accordance with all applicable rules.
- e. Participant agrees to be subject to and liable for any fees and charges associated with the transactions reported to the Facility to which Participant is a contra-party, and further agrees to remit payment for all such fees and charges, in US dollars, in a timely manner, as specified under applicable FINRA rules.

4. Representations and Warranties.

Participant represents and warrants to NASDAQ that:

- a. Participant is a member in good standing with CDS and applicable regulatory authorities; and

- b. Participant is and shall continue to observe and be in compliance with the provisions of the Agreement, this Addendum and all NASDAQ Requirements, including applicable FINRA rules and SEC rules and regulations, applicable to the Facility provided by NASDAQ.

5. Limitation of Liability.

NASDAQ SHALL NOT BE LIABLE TO PARTICIPANT OR TO ANY OTHER ENTITY FOR:

- a. **THE CONTENT OF ANY INFORMATION ENTERED BY PARTICIPANT OR CDS INTO THE FINRA/NASDAQ TRADE REPORTING FACILITY PROVIDED BY NASDAQ; OR**
- b. **ANY ACT OR OMISSION OF ANY ENTITY OTHER THAN NASDAQ FURNISHING PRODUCTS OR SERVICES USED BY PARTICIPANT OR CDS IN CONNECTION WITH THE FINRA/NASDAQ TRADE REPORTING FACILITY PROVIDED BY NASDAQ, OR FOR THE FAILURE OF ANY PRODUCTS OR SERVICES PROVIDED BY THE PARTICIPANT, OR CDS, OR ANY PARTY OTHER THAN NASDAQ; OR**
- c. **ANY DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE OF PARTICIPANT OR CDS, OR FOR PARTICIPANT'S OR CDS'S FAILURE TO PERFORM PARTICIPANT'S OR CDS'S RESPONSIBILITIES.**

6. Jurisdiction.

This Addendum is not intended to operate as a vehicle for, nor shall it be construed as, submission by Participant or Participant's members to the securities legislation of the United States of America or any state thereof, or to the jurisdiction of the United States Securities and Exchange Commission, except as specifically provided herein, and then only to the extent that such legislation or jurisdiction relates specifically and directly to Participant's compliance with all rules applicable to the trade reporting service provided by NASDAQ.

**IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS ADDENDUM
EFFECTIVE AS OF THE DATE FIRST SET FORTH BELOW.**

_____ (“Participant”)

MPID: _____

By: _____

Name: _____

Title: _____

Date: _____

CDS Clearing and Depository Services Inc. (“CDS”)

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

The NASDAQ Group, Inc.

By: _____

Name: _____

Title: _____

Date: _____