

OPTIONS PRICE REPORTING AUTHORITY

Professional Subscriber Agreement

The undersigned ("Subscriber") hereby applies to Options Price Reporting Authority, LLC ("OPRA") for the privilege of receiving current options last sale and quotation information and other information transmitted over the information reporting system administered by OPRA (the "Information"). OPRA conducts its affairs pursuant to that certain Limited Liability Company Agreement of Options Price Reporting Authority, LLC dated as of January 1, 2010, as it may be amended from time to time. Said Agreement is a National Market System Plan as defined in Rule 600(b)(43) of Regulation NMS under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and said Agreement as amended from time to time accordingly is referred to in this Agreement as the "Plan." The Plan authorizes the exchanges that are from time to time parties to the Plan to act jointly to disseminate the Information. Such exchanges, in respect of the time during which they are parties to the Plan, are hereinafter sometimes collectively referred to as the "Participant Exchanges" and individually as a "Participant Exchange".

As a condition of being approved to receive the Information, Subscriber hereby represents to and agrees with OPRA as follows:

1. Subscriber's full name and business address is:

2. The business conducted by Subscriber is: _____

3. For the privilege of receiving the Information, Subscriber agrees to pay OPRA fees in such amount and at such times as shall be established by OPRA from time to time and set forth in a written notice to Subscriber plus any applicable federal, state or local taxes. No increase in such fees shall be effective less than thirty (30) days after written notice of such increase is sent to Subscriber.

4. The last sale and quotation information included in the Information is and shall remain the property of the respective Participant Exchange on which the reported transaction took place or the reported quotation was entered. Neither any Participant Exchange nor any other provider to OPRA shall be deemed to have waived any of its proprietary interests in any Information as a result of the furnishing of the same to Subscriber by OPRA. Subscriber shall make no use of the Information except in compliance with the terms of this Agreement.

5. Subscriber shall receive the Information only at its principal place of business and/or its branch offices and only for internal use in its business. Subscriber shall not, without the prior approval of OPRA, furnish the Information, nor permit the Information to be furnished, to any other person or place.

6. Subscriber is not engaged in, and will not engage in, the operation of any illegal business and will not use, or permit anyone else to use, the Information for any illegal purpose.

7. Subscriber shall at all reasonable times permit OPRA, through OPRA's duly authorized representatives and upon reasonable notice during ordinary business hours, to have access to Subscriber's records with respect to its use of OPRA Data and the locations where the Information is received for the purpose of observing the use made of the Information; provided, however, that this right of inspection shall extend only so far as may be necessary to insure compliance by Subscriber with the provisions of this Agreement and any Riders hereto and that, at the request of Subscriber, OPRA shall maintain the confidentiality of any confidential or proprietary information concerning Subscriber's use of the Information. Subscriber shall maintain each record pertaining to its use of OPRA Data in a reasonably accessible place and in a manner that is reasonably secure in accordance with standard industry practice for not less than three years

8. NEITHER OPRA, OPRA'S PROCESSOR NOR ANY PARTICIPANT EXCHANGE GUARANTEES THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF ANY OF THE INFORMATION, AND NEITHER OPRA, OPRA'S PROCESSOR NOR ANY PARTICIPANT EXCHANGE SHALL BE LIABLE IN ANY WAY TO SUBSCRIBER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGES, COST OR EXPENSE WHICH MAY ARISE FROM ANY FAILURE OF PERFORMANCE BY OPRA, OPRA'S PROCESSOR OR ANY PARTICIPANT EXCHANGE, OR FROM ANY DELAYS, INACCURACIES, ERRORS IN, OR OMISSIONS FROM ANY OF THE INFORMATION OR THE TRANSMISSION OR DELIVERY THEREOF, WHETHER OR NOT DUE TO ANY NEGLIGENT ACT OR OMISSION ON THE PART OF OPRA, OPRA'S PROCESSOR OR ANY PARTICIPANT EXCHANGE. IN NO EVENT SHALL OPRA, OPRA'S PROCESSOR OR ANY PARTICIPANT EXCHANGE 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.

9. The Subscriber's privilege of receiving the Information hereunder shall continue in force until the expiration of thirty (30) days after written notice shall have been delivered by Subscriber to OPRA or by OPRA to Subscriber of an intention to terminate this Agreement, unless sooner terminated by OPRA in accordance with paragraph 10 hereof.

10. Notwithstanding the provisions of paragraph 9 above, Subscriber's privilege of receiving the Information hereunder may be denied or terminated forthwith at any time by OPRA upon a determination that Subscriber has violated any provision of this Agreement or that such action is necessary or appropriate in the public interest or for the protection of investors. In the event OPRA does not approve Subscriber to receive the Information or subsequently terminates Subscriber's privilege of receiving the Information for reasons other than the non-payment of fees specified from time to time by OPRA as provided in paragraph 3 hereof, such action shall be taken only after Subscriber has been given notice and opportunity for a hearing; provided, however, that OPRA may terminate Subscriber's privilege of receiving the Information prior to such notice and hearing where it is determined that immediate termination is appropriate and in the public interest or for the protection of investors, in which event Subscriber shall be entitled to notice and hearing as soon as practicable following such termination. When Subscriber is adversely affected by final action of OPRA pursuant to this paragraph, Subscriber shall be entitled to have such action reviewed in accordance with the applicable rules and regulations of the Securities and Exchange Commission.

11. Nothing herein shall be deemed to prevent, or restrict in any manner whatsoever, the exercise by OPRA of its rights, without any notice and without any liability to Subscriber or to any other person, to furnish, or to contract with any other person to furnish, any element of Information by any means whatever,

or to attach devices or equipment of any design or manufacture to circuits carrying Information, on such terms and conditions as OPRA may determine. OPRA may: (a) make such changes in the speed of transmission, the specifications governing the format of Information, or other characteristics of the Information as OPRA may from time to time determine (even if such changes would require that Subscriber make changes in its service or equipment), or (b) discontinue furnishing elements of Information to Subscriber, or (c) discontinue circuits carrying Information; provided, however, that OPRA agrees to give Subscriber prior notice (up to ninety (90) days, and not less than sixty (60) days) of any such action.

12. Neither OPRA nor any Participant Exchange shall be liable to Subscriber or to any other person or entity for any amount which Subscriber may be obligated to pay the supplier or lessor of any equipment through which Subscriber receives the Information.

13. Subscriber certifies the accuracy of the information provided herein and agrees to inform OPRA promptly at its address set forth below of any changes in such information and to furnish OPRA any additional information requested by it in connection with Subscriber's receipt of the Information.

14. The terms and conditions hereof shall be subject to any applicable provisions of the Securities Exchange Act of 1934, as amended (the "Exchange Act") and any rules and regulations promulgated thereunder. Subject only to the foregoing, this Agreement, together with any Riders to this Agreement that are in effect from time to time, constitutes the entire agreement between OPRA and Subscriber relating to the furnishing of Information to Subscriber and the use thereof. This Agreement supersedes any previous agreement between OPRA and Subscriber with respect to such subject matter; provided, that any Riders (including, without limitation, any Direct Circuit Connection Rider, Indirect (Vendor Pass-through) Circuit Connection Rider, and any Voice-Synthesized Market Data Service Rider) to any such previous agreement shall continue in effect as Riders to this Agreement unless terminated or superseded in accordance with their respective terms. This Agreement and any Riders hereto shall be construed in accordance with and governed by the laws of the State of Illinois.

15. Subscriber shall not assign this Agreement in whole or in part without the prior written consent of OPRA, except that (subject to OPRA's right to terminate this Agreement pursuant to Section 9) Subscriber may assign this Agreement in its entirety to a successor entity upon merger or consolidation of Subscriber, or to an entity acquiring all or substantially all of the property, assets and business of Subscriber, in each case provided that the successor entity agrees to be bound by this Agreement in its entirety. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the assignees and successors of the parties hereto.

Dated: _____, _____
Name of Subscriber

By: _____
Name: _____
Title: _____

BILLING INFORMATION TO BE COMPLETED BY SUBSCRIBER
(Notify OPRA promptly of any changes to the following information)

Subscriber Name _____
Bill to the attention of _____
Address _____

Phone Number _____
Billing Email Address _____
How do you want to receive your Invoice? Email Postal Delivery
Vendor(s) providing service _____
Vendor Account number _____

FOR OPRA USE ONLY

Subscriber No. _____
Location No. _____
Start Date _____
Number of Devices _____
0116

OPTIONS PRICE REPORTING AUTHORITY
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DATA PROTECTION ADDENDUM

This Data Protection Addendum (“**Addendum**”) effective as of November 1, 2018 (the “**Effective Date**”) sets forth terms implemented by Options Price Reporting Authority, LLC (“**OPRA**”) regarding the transfer of personal data covered by the EU General Data Protection Regulation 2016/679 (“**GDPR**” as further defined below). The terms of this Addendum are incorporated into each agreement directly between OPRA and its subscribers and vendors, including into each Vendor Agreement and Professional Subscriber Agreement (each a “**Customer Agreement**”). “**Customer**” means any individual or entity (including any OPRA vendor, vendor affiliate or subscriber) that provides personal data to OPRA in the course of OPRA’s business activities.

ARTICLE 1

DEFINITIONS

Terms not defined in this Addendum but defined in a Customer Agreement shall have the applicable meaning set forth in the Customer Agreement. In addition, as used in this Addendum:

“**EEA**” means the European Economic Area.

“**GDPR**” means the EU General Data Protection Regulation 2016/679, or any successor legislation thereto, and includes any national implementations of the GDPR in an EU member state.

“**OPRA Data**” means market data disseminated by OPRA.

“**Personal data**” (regardless of capitalization) has the meaning given to such term in the GDPR.

“**Standard Contractual Clauses**” means the Standard Contractual Clauses for the Transfer of personal data from the European Community to Third Countries (Controller-to-Controller Transfers – Set II) as approved by the European Commission Decision C(2004)5271 (found in the Annex to the European Commission Decision of December 27, 2004) or any model clauses that are approved by the European Commission to amend or replace such clauses.

“**Third Country**” means a country outside the EEA, including the United States of America, other than a country which is deemed by the European Union Commission to have an adequate level of protection by reason of its domestic law or of the international commitments it has entered into.

“**Controller**”, “**process(ing)**” and “**data subject**” (regardless of capitalization) each have the meaning given to such terms in the GDPR and Standard Contractual Clauses.

ARTICLE 2

APPLICATION AND EFFECT

This Addendum amends and supplements any provisions contained in a Customer Agreement that relate to the transfer of personal data governed by the GDPR, and shall be effective for the term of the Customer Agreement unless modified or terminated earlier as provided herein. This Addendum applies only to personal data governed by the GDPR. If Customer objects to this Addendum, it may terminate its Customer Agreement by giving written notice to OPRA within

thirty (30) days of the Effective Date. Unless Customer gives such written termination notice to OPRA, Customer shall be deemed to have agreed to this Addendum.

OPRA may from time to time amend or modify this Addendum by giving Customer at least thirty (30) days written notice prior to the effective date of the modification (the “**Change Effective Date**”). Such notice may be given electronically via email or online posting. Customer may terminate its Customer Agreement upon written notice to OPRA given on or before the Change Effective Date specified in OPRA’s notice. Unless Customer gives such written termination notice to OPRA on or before the Change Effective Date, Customer shall be deemed to have consented and agreed to the modification.

ARTICLE 3

DATA TRANSFER

In order for OPRA to perform its obligations and exercise its rights in accordance with its Customer Agreement(s) with Customer, Customer may be required to provide OPRA with personal data that is governed by the GDPR. OPRA and Customer agree to be bound by the terms and conditions of this Addendum with respect to such personal data, and in the event of conflict with any other terms of the Customer Agreement, the terms in this Addendum shall prevail.

3.1 EXPORT OF PERSONAL DATA

3.1.1 To the extent that OPRA stores or otherwise processes personal data provided by Customer in a Third Country, the parties agree that the provisions in the Standard Contractual Clauses shall apply and are incorporated herein by reference. When a party processes personal data for its own purposes, it acts as a data controller. Pursuant to the Standard Contractual Clauses, Customer as a data controller is a “data exporter” when it transfers personal data from inside the EEA to OPRA (as a data controller) outside of the EEA; and in this circumstance OPRA is a “data importer.”

3.1.2 As a data importer, OPRA will process personal data (a) in accordance with the data processing principles set forth in Annex A of the Standard Contractual Clauses, and (b) for the purposes described below (which shall also apply as Annex B of the Standard Contractual Clauses):

(a) **Data subjects:** The personal data transferred concern the following categories of data subjects:

End users, subscribers, and recipients (and their respective designees or representatives) of OPRA Data (either directly or through a vendor or other Customer).

(b) **Purposes of the transfer(s):** The transfer is made for the following purposes:

(i) To fulfill Customer’s reporting obligations, (ii) to enable OPRA to process and administer Customer’s Customer Agreement(s), including by verifying compliance with the Customer Agreement(s) and exercising audit, review and other rights pursuant to the Customer Agreement(s) and (iii) to comply with regulatory requirements.

- (c) **Categories of personal data:** The personal data transferred may concern data in one or more of the following categories of data:

For data subjects not employed by Customer or a subsidiary of Customer: name, employer, title, employer address, employment status, email address, phone number, entitlements information, start and end dates related to the access or provisioning of OPRA Data, and records relating to actual usage of OPRA Data.

For data subjects employed by Customer or a subsidiary of Customer: name, user id, title, entitlements information, email address, phone number, other information used to identify internal subscribers' access to OPRA Data, start and end dates related to the access or provisioning of OPRA Data, and records relating to actual usage of OPRA Data.

For all data subjects, publicly available records (including social media) pertaining to professional licenses and/or certifications for purposes of determining whether a data subject is a Professional Subscriber or a Nonprofessional Subscriber.

- (d) **Recipients:** The personal data transferred may be disclosed only to the following recipients or categories of recipients:

The personnel of OPRA and its authorized service providers and administrators.

- (e) **Sensitive data** (if appropriate): The personal data transferred concern the following categories of sensitive data: N/A

- (f) **Data protection registration information of data exporter** (where applicable): N/A

- (g) **Additional useful information** (storage limits and other relevant information): N/A

3.1.3 For the purposes of the Standard Contractual Clauses, the following additional provisions shall apply:

- (a) Customer and OPRA agree to observe the terms of the Standard Contractual Clauses without modification;
- (b) the names and addresses of Customer and OPRA shall be considered to be incorporated into the Standard Contractual Clauses;
- (c) the parties' agreement to this Addendum shall constitute agreement to the Standard Contractual Clauses; and
- (d) If so required by the laws or regulatory procedures of any jurisdiction, the parties shall execute or re-execute the Standard Contractual Clauses as separate document(s) setting out the proposed transfers of personal data in such manner as may be required.

3.1.4 In the event that the Standard Contractual Clauses are amended or replaced by the European Commission or under applicable data protection laws, OPRA may

modify this Addendum to incorporate such amended or replacement clauses in this Addendum in accordance with ARTICLE 2. If the Standard Contractual Clauses are invalidated by the European Commission or data protection law, the parties shall work together in good faith to negotiate a solution to enable a transfer of the personal data to meet the requirements of the GDPR.

- 3.1.5 The terms of the Standard Contractual Clauses shall supersede any conflicting terms in any Customer Agreement and this Addendum. The Standard Contractual Clauses in respect of a Customer Agreement shall terminate if and when the Customer Agreement expires or is terminated, or OPRA offers an alternative transfer mechanism for data transfers.
- 3.1.6 With respect to requests for audits by Customer pursuant to the Standard Contractual Clauses, Customer is permitted to make one such request in any rolling twelve-month period. To the extent Customer makes additional requests for audits in the same twelve-month period, Customer shall reimburse OPRA for any reasonable costs that are incurred by OPRA in connection with such additional audits.