

OPTIONS PRICE REPORTING AUTHORITY
VENDOR AFFILIATE AGREEMENT

This VENDOR AFFILIATE AGREEMENT (this “Agreement”) is made as of the ____ day of _____, 2____ among _____ (“Vendor”), a _____ [*specify form of organization*], _____ (“Vendor Affiliate”), a _____ [*specify form of organization*], and Options Price Reporting Authority LLC (“OPRA”).

RECITALS

Vendor is a party to a Vendor Agreement with OPRA (such Agreement, as the same may be amended from time to time, hereinafter referred to as the “Vendor Agreement”). Vendor Affiliate is an Affiliate (as defined below) of Vendor. Vendor and Vendor Affiliate desire that Vendor Affiliate be permitted to receive and disseminate OPRA Data on the terms set forth in the Vendor Agreement, as supplemented by this Agreement. Except as otherwise set forth herein, all terms used herein with initial capital letters and not defined herein shall have the respective meanings set forth in the Vendor Agreement.

AGREEMENTS

1. As used herein, the term “Affiliate” means a person that (i) is controlled by, is under common control with, or controls Vendor and (ii) is identified as an “Affiliate” of Vendor on Exhibit A attached to the Vendor Agreement.

2. OPRA hereby agrees that Vendor Affiliate may receive and disseminate OPRA Data subject to the terms of the Vendor Agreement as they apply to Vendor, as such terms are supplemented by this Agreement, without having to pay a separate Redistribution Fee to OPRA.

3. Vendor Affiliate hereby agrees to be bound by the terms of the Vendor Agreement as though it were the “Vendor” as defined therein, as such terms are supplemented by this Agreement.

4. Vendor and Vendor Affiliate shall be jointly and severally liable to OPRA with respect to all of the obligations of Vendor under the Vendor Agreement and Vendor Affiliate under this Agreement and the Vendor Agreement, including (without limiting the generality of the foregoing) payment of all fees due to OPRA with respect to Vendor Affiliate’s use and distribution of OPRA Data and all of Vendor Affiliate’s reporting obligations under this Agreement and the Vendor Agreement. Vendor and Vendor Affiliate agree that, except as OPRA may otherwise determine, OPRA may require Vendor and Vendor Affiliate to make reports to OPRA with respect to their dissemination of OPRA Data on a consolidated basis, and may direct all notices, bills, consents and requests for Vendor Affiliate to the attention of Vendor.

5. This Agreement shall terminate automatically, without any action on the part of any party hereto, on the date on which (i) Vendor Affiliate ceases to be an Affiliate of Vendor or (ii) the Vendor Agreement is terminated for any reason. Either OPRA or Vendor Affiliate may terminate this Agreement on the same terms and conditions on which the Vendor Agreement may be terminated, including (without limiting the generality of the foregoing) pursuant to paragraph 19(b) thereof. The provisions of the Vendor Agreement that are specified in the Vendor Agreement as surviving any termination thereof shall survive any termination of this Agreement.

6. Vendor Affiliate shall not assign this Agreement in whole or in part without the prior written consent of OPRA, except to a successor upon merger or consolidation of Vendor Affiliate, or to an entity acquiring all or substantially all of the property, assets and business of Vendor Affiliate, provided in either such case that the successor or acquirer continues to be an Affiliate of Vendor. Subject

to the foregoing and subject to the requirement that this Agreement shall terminate in the event of an assignment of the Vendor Agreement by Vendor such that following such assignment Vendor Affiliate ceases to be an Affiliate of Vendor, this Agreement shall bind and inure to the benefit of the assignees and successors of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or duly authorized agents on the day and year first above written.

Vendor Affiliate:

Vendor:

Firm Name

Firm Name

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____

OPTIONS PRICE REPORTING AUTHORITY, LLC

By:_____

Name:_____

Title:_____

Date:_____