



## NON-REAL-TIME TRACE DATA AGREEMENT

This Non-Real-Time TRACE Data Agreement (this “**Agreement**”), is made by and between [the undersigned Vendor and](#) Financial Industry Regulatory Authority, Inc. (“**FINRA**”), a ~~Delaware nonstock corporation that is a~~ self-regulatory organization subject to oversight by the United States Securities and Exchange Commission (“**SEC**”), ~~whose principal place of business is located at 1735 K Street NW, Washington, DC 20006, and the undersigned individual or entity (“Vendor”).~~

**WHEREAS**, Vendor wants to receive, and FINRA is willing to make available to Vendor, the Data in electronic form via a password protected website or as otherwise expressly provided for by FINRA, subject to the terms and conditions of this Agreement as it may be amended from time to time.

**THEREFORE**, Vendor and FINRA agree as follows:

### TERMS

#### Section 1. License Grant.

(a) Except as otherwise provided and subject to any limitations in this Agreement, Vendor is granted a world-wide, non-transferable, non-exclusive, non-assignable, non-sublicensable, limited right and license to use the Data in accordance with this Agreement (including **Attachment A**) for the Term of this Agreement (“**Authorized Use**”). If Vendor is an entity, (1) Vendor shall permit use of the Data only by its Internal User(s) only for the Authorized Use; (2) all acts and inactions of each Internal User shall be imputed to Vendor; and, (3) Vendor hereby accepts and assumes total responsibility for the actions and inactions of any Internal User, including, without limitation, for each Internal User’s compliance with the terms and conditions of this Agreement. Further, Vendor hereby accepts and assumes responsibility and liability for any individual or entity which accesses or uses the Data through Vendor. Authorized Use shall be limited to accessing, receiving, using, processing, manipulating, storing and displaying the Data in accordance with this Agreement (including **Attachment A**). Any use of the Data by Vendor or its Internal Users other than the Authorized Use is prohibited. Vendor must submit a new **Attachment A** to request additional or different Products.

(b) If Vendor learns of any unauthorized use of the Data (whether by an Internal User or a third party), Vendor shall immediately provide FINRA with written notice of the unauthorized use and shall cooperate with and assist (at Vendor’s cost) FINRA in investigating, halting and prosecuting, if necessary, such unauthorized use, including, without limitation, providing such information and documents in Vendor’s possession as FINRA reasonably requests. If FINRA so elects, Vendor shall assign, and shall ensure that all of its Internal Users and agents assign, all right, title and interest in and to any suit, including its subject matter, of or concerning the Data or which otherwise arises out of or is related to this Agreement, to FINRA. In the event that such an election is made Vendor shall have the right to participate in any cause of action at its sole cost and expense.

(c) FINRA reserves the right to review the activities of Vendor to ensure that no unauthorized use of the Data occurs. Vendor agrees to cooperate and use reasonable efforts to obtain the cooperation of its Internal Users with FINRA, at Vendor’s cost, in any such review. In the event that FINRA identifies any unauthorized use (whether pursuant to Section 6 below or otherwise), Vendor shall, upon written notice thereof from FINRA, immediately cease all such use and confirm to FINRA in writing within five (5) Business Days that such unauthorized use has been terminated. This remedy is in

addition to and not in place of any other remedy FINRA may have under this Agreement or as a matter of law.

**Section 2. Proprietary Rights.** As between the parties, FINRA is the sole and exclusive owner of the Data and the System and any and all intellectual property rights or other proprietary rights thereto, including compilation or other proprietary rights in the portion (if any) of the Data that was gathered from other sources. Vendor shall not diminish or impair the acquisition, maintenance, and full enjoyment by FINRA, its licensees, transferees and assignees, of the proprietary rights of FINRA in the Data and the System. FINRA reserves any and all rights to the Data and the System not explicitly granted to Vendor herein.

**Section 3. Modifications.** FINRA is not obligated to continue disseminating the Data in the present form, content or configuration or to continue using existing delivery methods. FINRA, in its sole discretion, and without Vendor's consent, may modify the delivery method and/or content of the Data. FINRA may make such modifications regardless of whether such modifications would require changes to be made by Vendor to Vendor's systems, software services, any device or otherwise, and Vendor shall be responsible for making, at its expense, any such changes.

**Section 4. CUSIP Data.** If the Data contains third-party information proprietary to CUSIP Global Services ("CGS") (the "CUSIP Database"), the following language shall be applicable:

(a) Vendor represents and warrants that it has executed a license (or waiver thereof) regarding its use of Data with CGS (on behalf of the American Bankers Association ("ABA")) before it will be authorized to access CUSIP information through the System. Vendor shall promptly notify FINRA if its license with CGS expires, is terminated, or is modified such that Vendor is no longer licensed to access or use the CUSIP Database.

(b) Vendor agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CGS and the ABA, and that no proprietary rights are being transferred to Vendor in such materials or in any of the information contained therein. Any use by Vendor outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Vendor agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Vendor agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.

(c) Vendor agrees that Vendor shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Vendor further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER TAPE, PRINT, DB, INTERNET, ELECTRONIC, CD-ROM Services and/or any other future services developed by the CGS.

(d) NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO VENDOR ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY VENDOR FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

(e) Vendor agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above.

**Section 5. Fees; Interest; Taxes.** Vendor shall pay to FINRA or FINRA's designee the then-effective fees, charges and interest, late fees or penalties in accordance with the FINRA Rules or other notice to Vendor. Vendor's payment obligations are not subject to set-off, offset or recoupment. Vendor shall pay all taxes, charges or assessments imposed on Vendor or FINRA (except for U.S. federal, state, or local income taxes, if any, imposed on FINRA). The current rates charged for the Data are set forth in FINRA Rule 7730. Payment of the invoice is due within 30 days of the date of the invoice. Interest at the rate of 1% per month on any outstanding balance shall be due from the date thirty (30) days after the date of the invoice to the time that the amount(s) that are due have been received by FINRA. FINRA reserves the right to change any charges or rates in accordance with the FINRA Rules or other notice to Vendor.

**Section 6. Audit by FINRA.** During the Audit Period, Vendor shall maintain copies of all reports and records regarding the Data and use thereof by or through Vendor (including use by its Internal Users). During the Audit Period, FINRA, its agents or its subcontractors may, upon reasonable advance notice, review those reports and records to verify Vendor's compliance with this Agreement. Vendor shall cooperate, and cause its Internal Users to cooperate, (at Vendor's expense) with FINRA in any such review, including, without limitation, provision of additional reports, records and information as FINRA reasonably requests and deems necessary to confirm use and payment in conformance with this Agreement. Without limiting FINRA's other rights and remedies, if Vendor does not fully cooperate with FINRA, in FINRA's sole reasonable discretion, in any audit, FINRA may terminate this Agreement and Vendor's access to the Data and Vendor will be liable to FINRA for FINRA's reasonable audit costs. All reports and records inspected during the course of an audit shall be considered Vendor's Confidential Information.

**Section 7. Disclaimers of Warranties; Limitation of Liability.**

(a) *FINRA disclaims any and all warranties and representations, express or implied, including any warranties of merchantability or fitness for a particular purpose or use as to the Data. Neither FINRA, ~~CGS, ABA~~, nor any of ~~their~~its third party information providers, affiliates or subcontractors make any warranties, express or implied, as to the accuracy, timeliness, adequacy or completeness of any of*

the information contained in the [CUSIP-DatabaseData](#). All such materials are provided to Vendor on an “as is” basis, without any warranties as to merchantability or fitness neither for a particular purpose or use nor with respect to the results which may be obtained from the use of such materials, and Vendor’s use of the Data is at its own risk.

(b) Neither ~~FINRA, CGS, ABA,~~ nor ~~their~~its third party information providers, affiliates or subcontractors shall have any responsibility or liability for any errors or omissions nor shall they be liable for any damages, whether direct or indirect, special, incidental, punitive, exemplary or consequential (including, but not limited to, loss of profits, lost time or good will, even if they have been advised of the possibility of such damages, whether in contract, tort (including negligence), strict liability or otherwise.

(c) In no event shall the liability of ~~FINRA, CGS, ABA,~~ and ~~their~~its third party information providers, affiliates and subcontractors, pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fees paid by Vendor to FINRA under this Agreement in the month in which such cause of action is alleged to have arisen.

(d) Furthermore, ~~FINRA, CGS, ABA~~ and ~~their~~its third party information providers, affiliates and subcontractors shall have no responsibility or liability to Vendor or any third parties for delays or failures due to circumstances beyond their control.

**Section 8. Indemnification.** Subject to the indemnified party’s prompt written notice to the indemnifying party upon the indemnified party’s knowledge of the potential for it making an indemnification claim (provided, however, that a failure of the indemnified party to provide prompt written notice shall not relieve the indemnifying party of its obligations under this Section 8, except to the extent that it is prejudiced with respect to a particular Claim):

(a) To the greatest extent permitted by applicable law, Vendor shall indemnify and defend FINRA, its employees, officers, directors and agents from any and all Claims imposed on, incurred by or asserted against FINRA, its employees, officers, directors and/or agents, to the extent that the Claims arise out of, relate to or result from (i) negligent (including ~~gross~~grossly negligent and willful) acts or omissions or intentional misconduct of the Vendor or its Internal Users, (ii) breach of this Agreement by Vendor or its Internal Users, (iii) access, receipt, processing, use, transmission or dissemination of the Data by or through Vendor or its Internal Users, and/or (iv) claims by third parties against FINRA (or any other indemnitees) that Vendor’s or its Internal Users’ use of the Data infringes up on the intellectual property rights of another.

(b) FINRA shall indemnify and defend Vendor from, any and all judgments or settlements done by FINRA imposed on Vendor as a result of a third party action alleging that the Data infringes or misappropriates any third party’s U.S. registered intellectual property rights, provided that the Data has been used only in accordance with this Agreement, and excluding any infringement or misappropriation relating to or resulting from any modification or alteration to the Data or any Claims covered by Vendor’s obligations in paragraph (a) above. The limitations of liability in Section 7 shall not apply to FINRA’s indemnification obligations under this Section 8(b).

(c) In the event of a claim, action or allegation of infringement regarding the Data or if, in FINRA’s opinion, such a claim, action or allegation is likely to occur or if the use of the Data is enjoined because of infringement, FINRA may, at its sole option and expense, (i) procure for Vendor the right to

continue using the Data, (ii) replace or modify the Data so that it does not infringe, (iii) discontinue providing the Data, or (iv) terminate this Agreement.

**Section 9. Default.** In the event that Vendor (i) is in breach of or default of any obligation in this Agreement and such breach or default remains uncured (if curable) for thirty (30) days (unless an earlier cure period is set forth in this Agreement) after FINRA gave written notice of the breach, (ii) has provided false or incomplete information in connection with this Agreement or (iii) becomes insolvent or enters bankruptcy (voluntarily or involuntarily), then FINRA will have the right, in its sole discretion, to take one or more of the following actions: (A) to terminate this Agreement (including Vendor's license right hereunder) effective immediately upon FINRA giving written notice of termination to Vendor and/or (B) to pursue such other remedies as it may be entitled to under this Agreement or as a matter of law.

**Section 10. Term and Termination.** The term of this Agreement shall commence on the date of execution by both parties and will continue indefinitely unless terminated in accordance with this Agreement or by written notice by a party hereto given at least ninety (90) days prior to the proposed date of termination ("**Term**"). Those sections which by their nature are intended to survive termination or expiration of this Agreement shall survive any termination or expiration of this Agreement.

**Section 11. Confidentiality.** Each of FINRA and Vendor acknowledges that in the course of its performance of this Agreement each may obtain Confidential Information of the other. The recipient shall use such Confidential Information only in fulfillment of its obligations under this Agreement; shall hold such Confidential Information in confidence; and shall not use, disclose, copy or publish any such Confidential Information without the prior written consent of the other party. Notwithstanding the foregoing, (i) FINRA or Vendor (subject to paragraph (b) below) may disclose any Confidential Information of the other party to the extent required by law, rule, regulation court or subpoena, and/or (ii) FINRA may disclose any of Vendor's Confidential Information (a) as requested by a government or regulatory agency or authority with regulatory jurisdiction over FINRA, including, without limitation, in connection with an inquiry or regulatory examination of FINRA by the SEC, or (b) in its regulatory responsibilities under the Exchange Act of 1934. The duties in this Section 11 do not apply to data, information or techniques that can be shown to be: (1) lawfully within recipient's possession prior to the date of this Agreement and not subject to a duty of confidentiality; (2) voluntarily disclosed by a third party so long as that third party does not breach any obligation of confidentiality with respect to such data, information or techniques; (3) generally known or revealed to the public through no breach of this Agreement by the recipient; or (4) independently developed by the recipient without use of or reference to the Confidential Information of the other party. The obligations under this Section shall survive any termination or expiration of this Agreement.

**Section 12. Assignment; Third-Party Rights.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. Neither party shall assign (including by operation of law) this Agreement, or any of its rights or obligations hereunder without the prior written consent of the other party. In the event of any proposed assignment by Vendor, it shall be a condition to any such assignment by Vendor that it unconditionally guarantees the payment and performance by such assignee entity of all obligations under this Agreement. Except as otherwise expressly stated in this Agreement, there are no third party beneficiaries of this Agreement.

### **Section 13. Arbitration; Injunctive Relief.**

(a) Any claim, dispute, controversy or other matter in question with regard to this Agreement that cannot be resolved by negotiation between the parties shall be submitted to arbitration in accordance with the rules and regulations of the American Arbitration Association; provided, however, that (1) the foregoing shall not preclude either party from pursuing all available administrative, judicial or other remedies for infringement of a registered patent, trademark, service mark or copyright; (2) the parties shall not submit claims for punitive damages, and do hereby waive any right to the same; and (3) the arbitrators shall not be authorized to award punitive damages. In the event that arbitration is unavailable, the provisions of Section 15 regarding jurisdiction and venue shall govern. Notwithstanding the preceding or Section 15 below, (i) nothing in this Section 13 shall limit the ability of a party to seek an injunction or other equitable relief in any court having jurisdiction and (ii) a judgment in a dispute, claim, controversy, suit or proceeding may be enforced in other courts in other jurisdictions or in any other manner provided by law.

(b) Notwithstanding anything to the contrary in this Agreement, Vendor acknowledges that any breach of Section 1 or Section 11 would cause immediate and irreparable harm to FINRA for which monetary damages could not adequately compensate and that, in addition to all other remedies available, FINRA shall be entitled to injunctive relief without proof of damages or the posting of bond or other security in the event of such a breach or threatened breach.

**Section 14. Amendment.** Except as may be otherwise set forth herein, FINRA may ~~modify~~amend any part of this Agreement on 90 days' prior written notice to Vendor. Vendor's continued access and use of the Data following the effective date of such ~~modification~~amendment shall be deemed to be an acceptance of the ~~modification~~amendment. Any rejection by Vendor of any amendment made by FINRA shall result in immediate termination of this Agreement by FINRA. Except as otherwise provided herein, no provision of this Agreement (including the attachments) may be amended, modified or waived unless by an instrument in writing executed on behalf of each of the parties by their respective duly-authorized officers.

**Section 15. Governing Law.** This Agreement shall be deemed to have been made in the State of New York and shall be governed by the laws of the State of New York, without reference to principles of conflicts of laws thereof. Subject to Section 13(a), each party irrevocably agrees that any legal or equitable action, suit or proceeding must be brought solely and exclusively in a court of appropriate jurisdiction in the federal and state courts located in the county of New York, State of New York and irrevocably accepts and submits to the sole and exclusive jurisdiction of each of the aforesaid courts in personam and irrevocably waives any objection to such jurisdiction and venue. Further, each party irrevocably consents to the service of process from any of the aforesaid courts by mailing copies thereof by registered or certified mail, postage prepaid, to such party at its address designated pursuant to Section 19 of this Agreement, with such service of process to become effective thirty (30) days after such mailing. **Each party hereby irrevocably waives its right to a jury trial.**

**Section 16. Severability.** If any of the provisions of this Agreement, or the application thereof to any individual, entity or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to individuals or entities or circumstances other than those as to which they are invalid or unenforceable, shall not be affected thereby, and each

term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**Section 17. Attorneys' Fees to the Prevailing Party.** The prevailing party in any arbitration, litigation or proceeding hereunder shall be entitled to attorneys' fees.

**Section 18. Entire Agreement.** This Agreement, including the attachments hereto which are an integral part hereof, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, communications, writings and understandings with respect to the subject matter of this Agreement. If there is a conflict between the provisions of this Agreement and the FINRA Rules, the FINRA Rules shall take precedence over this Agreement to the extent of the conflict.

**Section 19. Notices.** All notices required or permitted to be given under this Agreement shall be in writing, ~~and shall be directed to the attention of the individuals identified, and shall be deemed to have been duly given upon actual receipt by the party to which it is addressed, or upon constructive receipt if sent by certified mail, return receipt requested, or nationally recognized overnight courier (signature required/signed delivery receipt), to the following addresses or to such other address as any party hereto shall hereafter specify by prior written notice to the other party hereto:~~ and in accordance with the applicable timeframe set out herein, unless an action or inaction by an entity with regulatory oversight over FINRA requires a shorter notice period, in which case FINRA shall give as much notice as is reasonably practicable under the circumstances. If sent by email, notice is deemed to be effective when sent, unless the sender receives a machine-generated message indicating that delivery has failed. If sent by any other method, notice is effective upon actual receipt (or upon the first refusal of delivery by the recipient. Notices to Vendor shall be directed to the Primary Contact listed on Vendor's most recent Attachment A and notices to FINRA shall be directed to the recipient(s) identified below. FINRA may update its designated recipients by providing notice to Vendor in accordance with this section, and Vendor may update its Primary Contact by providing notice to FINRA in accordance with this section. Notwithstanding the foregoing, FINRA may also provide notice to Vendor by posting notice on the Website, in which case the notice is effective upon posting.

- (a) **If to Vendor:** To the Notices Address specified on the signature page of this Agreement.
- (b) **If to FINRA:**

~~Financial Industry Regulatory Authority, Inc.  
One Liberty Plaza, 52<sup>nd</sup> Floor  
New York, NY 10006  
Attention: Transparency Services~~ FINRA – TRACE Data Services  
TRACEDataServices@finra.org

With ~~a mandatory~~, in the event of notices of default or dispute, a required copy to:

~~Financial Industry Regulatory Authority, Inc.  
1735 K Street NW  
Washington DC 20006  
Attention: FINRA – Office of General Counsel – Corporate~~ Commercial Transactions Group  
ContractsNotices@finra.org

**Section 20. Counterparts.** This Agreement may be executed in one or more counterparts, which shall each be considered an original, but all of which together shall constitute one and the same agreement. Delivery of signatures by facsimile, PDF/digital file or other reliable means shall be of equal force as delivery of original signatures.

**Section 21. Definitions.** As used in this Agreement, the following defined terms shall have the following meanings:

**Affiliates:** For a Vendor that is an entity, those entities that control, are controlled by, or are under common control with Vendor. For the purposes of this definition, “control”, along with any derivative thereof, means legal, beneficial, or equitable ownership, directly or indirectly, of 50 percent or more of the capital stock (or other ownership interest, if not a corporation) of any entity ordinarily having voting rights.

**Audit Period:** The Term of this Agreement plus three (3) years after the termination or expiration of this Agreement.

**Business Days:** Those days on which the System is operating and accepting reporting of TRACE transactions. System holidays are posted at [www.finra.org/Industry/Compliance/MarketTransparency/TRACE/Holiday/](http://www.finra.org/Industry/Compliance/MarketTransparency/TRACE/Holiday/).

**Claims:** Any and all liabilities, obligations, losses, damages, penalties, claims, costs, judgments, and expenses of any nature, whether incurred by or issued against an indemnified party, including without limitation (i) indirect, special, punitive, consequential, or incidental losses or damage and (ii) administrative costs, litigation costs, and auditors’ and in-house and outside attorneys’ fees and expenses, and related disbursements.

**Confidential Information:** Data, information or techniques from a disclosing party which the receiving party knows, or should know, is confidential information or which is marked as such.

**Data:** The data and other information included in the Products.

**Device:** Any equipment; including but not limited to, any computer (including tablet computers and wearable devices), smart, cellular, or mobile phone, PDA, data processing equipment, terminal, or monitor (as well as all improvements or modifications thereto) which is authorized by Vendor to receive Data or which does in fact receive Information and Data from Vendor.

**Internal Users:** For a Vendor that is an entity, the employees and contractors of that Vendor and of its Affiliates that are listed on Attachment A.

**Products:** Specific non-real-time TRACE-related data products distributed by FINRA under this Agreement, as specified on the most-current version of Attachment A.

**System:** The systems utilized by FINRA to operate FINRA’s Trade Reporting and Compliance Engine (“TRACE”) and collect, process and distribute Data, including but not limited to the Website.

**Vendor:** The individual or entity executing this Agreement.

**Website:** The website located at <https://www.finra.org/trace> or such other URL to which the user may be automatically forwarded from time to time.



[Signature Page Follows]

The ~~undersigned Vendor executes~~ parties hereto have caused this Agreement ~~and, if Vendor is an entity, represents and warrants that the person signing on its behalf is duly~~ to be executed by their ~~respective~~ authorized ~~to do so~~ representatives.

\_\_\_\_\_  
(“Vendor:”)

\_\_\_\_\_  
(Print Full/Formal Name of Vendor)

By: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Signer)

~~Printed~~

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**~~Notices Address for Vendor:~~**

~~Name of Vendor:~~ \_\_\_\_\_

~~Address:~~ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~Attention (Name, Title):~~ \_\_\_\_\_

**~~Accepted and Agreed:~~**

**Financial Industry Regulatory Authority, Inc.**

By: \_\_\_\_\_

~~Printed~~ Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

**ATTACHMENT A  
TO  
NON-REAL-TIME TRACE DATA AGREEMENT<sup>1</sup>**

**1. PRODUCTS**

**TRACE End-of-Day Report (TEOD)**

BTDS  ATDS  SPDS  144A

**Description:** The TRACE End-of-Day Report (TEOD) is described in FINRA Rule 7730.

**Frequency:** Daily

**Authorized Use:** Vendor may use the TRACE End-of-Day Data Report for internal purposes only and may not disseminate the Data included therein except as follows: Vendor is permitted to: (1) display limited amounts of the Data to customers on display Devices that actively prevent downloading of the Data, in written advertisements, correspondence, or other literature; and (2) furnish limited amounts of Data to customers during voice telephonic conversations not entailing computerized voice, automated information inquiry systems, or similar technologies. Vendor may not present the Data in any false, unfair, misleading, or discriminatory format. Vendor shall take all reasonable security precautions to prevent unauthorized persons from gaining access to the Data.

**TRACE Security Activity Report (TSAR)**

**Description:** The TRACE Security Activity Report (TSAR) is described in FINRA Rule 7730.

**Frequency:** Monthly

**Authorized Use:** Vendor may use the TRACE Security Activity Report for internal purposes only and may not disseminate the Data included therein, except as follows: (1) to furnish limited amounts of Data to customers during voice telephonic conversations not entailing computerized voice, automated information inquiry systems, or similar technologies; and (2) to provide limited amounts of the Data to regulatory agencies through electronic communications where the communication of the Data is required to meet the regulatory obligations of the respective regulator. Vendor may not present the Data in any false, unfair, misleading, or discriminatory format. Vendor shall take all reasonable security precautions to prevent unauthorized persons from gaining access to the Data.

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<sup>1</sup> Vendor may modify this Attachment A to add or delete Products by providing FINRA with written notice (pursuant to Section 19) of any changes to that information and a copy of the revised Attachment A (which changes shall be effective upon acceptance by FINRA).

**2. VENDOR INFORMATION**

<b>Vendor Full Name:</b>	
<b>CRD Number:</b> (if FINRA Member)	
<b>Street Address:</b>	
<b>City/State/ZIP:</b>	
<b>Country:</b>	
<b>Primary Contact:</b>	
<b>Primary Contact Phone:</b>	
<b>Primary Contact Email:</b>	
<b>Billing Contact:</b>	
<b>Billing Contact Phone:</b>	
<b>Billing Contact Email:</b>	

**3. INTENDED USE**

Please state the intended use for the selected Product(s):

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**4. AFFILIATES**

Please list all Affiliates (a separate sheet may be appended to the back of this document if required):

Vendor represents that the entities listed above fall within the definition of “Affiliates” set forth in the Agreement. Vendor must update this Attachment A if any entity listed above ceases to fall within the definition.

This Attachment A shall be incorporated into the Non-Real-Time TRACE Data Agreement executed by Vendor.

The undersigned certifies that (1) he/she is authorized to sign this Attachment A on behalf of Vendor and (2) the information provided on this Attachment A is complete and accurate.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT B

### REPORT ACCESS

To gain access to FINRA's Firm Gateway to view the report(s), please complete this Attachment B. Section 2 is required **only** for firms wishing to access the files via SFTP. If you are unaware of your firm's CRD number, please check with your firm's compliance officer, or call FINRA's Gateway Call Center at 301-869-6699.

An asterisk (\*) denotes a required field.

#### Section 1 — Organization Information

Organization ID# (CRD Number for FINRA Members):

Organization Name:\*

Organization/SAA Email:\*

Organization/SAA Phone Number:\*

#### Section 2 — Designated Account Administrator (AA) Information

Firms that are not current FINRA members with an Organization ID and Firm Gateway account must complete this section **and** the FINRA Entitlement Agreement found at the link below.

FINRA Entitlement Agreement: <http://www.finra.org/sites/default/files/Industry/p122955.pdf>  
[https://www.finra.org/sites/default/files/finra\\_entitlement\\_agreement\\_fea.pdf](https://www.finra.org/sites/default/files/finra_entitlement_agreement_fea.pdf)

First Name:\*

MI:

Last Name:\*

Suffix:

Email Address:\*

Phone Number:\*

#### Section 3 — FTP User Information

First Name:\*

MI.:

Last:\*

Suffix:

Email:\*

Phone Number:\*

User ID (Updates Only):

Incoming IP Address:\*

#### Section 4 — Entitlement Privileges

<input type="checkbox"/> CUSIP	<input type="checkbox"/> No CUSIP	(check as applicable)
<input type="checkbox"/> Add	<input type="checkbox"/> Remove	TRACE End Of Day BTDS
<input type="checkbox"/> Add	<input type="checkbox"/> Remove	TRACE End Of Day ATDS
<input type="checkbox"/> Add	<input type="checkbox"/> Remove	TRACE End Of Day SPDS
<input type="checkbox"/> Add	<input type="checkbox"/> Remove	TRACE End Of Day 144A
<input type="checkbox"/> Add	<input type="checkbox"/> Remove	TRACE Monthly Security Activity Report

The undersigned certifies that he/she is authorized to sign this Attachment B on behalf of Vendor.

Signature: \_\_\_\_\_ Name: \_\_\_\_\_  
 Date: \_\_\_\_\_ Title: \_\_\_\_\_

~~Fax or email~~ [Email](#) completed form to Transparency Services.