



FINRA Entitlement Agreement

Instructions: This form must be signed by a representative of the organization who has the proper legal authority to bind the organization. All fields must be completed.

The FINRA Entitlement Agreement is required when an organization requires access to certain FINRA non-public, controlled access applications (hereinafter, FINRA Entitlement applications)

In addition to completing this FINRA Entitlement Agreement, you must complete the appropriate FINRA Entitlement Form to designate an Account Administrator or Contact Person for the FINRA Entitlement Application for which you are requesting access.

How To Submit this Form: You may execute this FINRA Entitlement Agreement by completing all required fields and either (a) mailing the Agreement with your handwritten signature to the address below; or (b) attaching a scanned image (such as a .pdf file or fax) of the manually-signed Agreement to an email or other electronic transmission and sending to FINRA; or (c) using an electronic signature (as defined in 15 U.S.C. § 7006), on condition that (i) you must have in place a technical or technological security procedure to attribute the electronic signature to the signatory, and (ii) a textual or graphical statement is included next to the electronic signature identifying the signatory and the date of execution and noting that the signature was generated electronically. If you submit the Agreement with (b) or (c), delivery of the electronically signed FINRA Entitlement Agreement as an attachment to an email or other electronic transmission sent to FINRA is effective upon receipt of the agreement to FINRA.

Mailing Address: FINRA Entitlement Group, 9509 Key West Ave, Rockville, Maryland 20850
Fax: 301-216-3721 or **Email:** entsupport@finra.org
Questions: Contact the FINRA Gateway Call Center at 301-869-6699

- * Organization ID#: _____
- * Organization Name: _____
- * Organization Street Address: _____
- * City, State & Zip Code: _____

FINRA Entitlement Agreement Acknowledgment of Responsibility

Organization Name: _____ (Hereinafter referred to as “You” or “Your” and includes your authorized agent or designee) does hereby acknowledge and agree that any and all Account Administrators or Contact Persons (collectively referred to herein as “Subscribers”) who are appointed by You in any FINRA Entitlement Form or any other form that purports to appoint any individual(s) to act as your agent-in-fact to access and assign access to FINRA applications; or any other individual accessing FINRA applications by or through You have the authority to act on Your behalf with respect to the entitlements granted by FINRA and that any and all Subscribers You appoint have the authority to obtain, distribute, revoke and monitor entitlements granted by FINRA for the specific applications, materials and services established by FINRA, and to act on Your behalf with respect to the entitlements granted and that You take responsibility for such actions as if such actions were Your own. All applications, materials and services for which entitlements are hereby granted are governed by the FINRA Entitlement Program Agreement and Terms of Use. You may obtain copies of the most current version of the FINRA Entitlement Program Agreement and Terms of Use by going to the FINRA Entitlement web page at <http://www.finra.org/entitlement> or by contacting FINRA. You hereby acknowledge and agree that You have read and agree to the FINRA Entitlement Program Agreement and

Terms of Use without exception or alteration, which are contained in the “FINRA Entitlement Program Agreement and Terms of Use.”

Each use of any of the applications accessed through the FINRA Entitlement Program by You or Your Subscribers constitutes Your renewed agreement to the FINRA Entitlement Program Agreement and Terms of Use as modified.

The FINRA Entitlement Program Agreement and Terms of Use contain provisions that govern use of, contributions to and access to the applications accessed through the FINRA Entitlement Program by You and Your Subscribers, including but not limited to restrictions on the right to transfer Your right to access the applications supported by the FINRA Entitlement Program, restrictions on the use and/or copying of the applications supported by the FINRA Entitlement Program, permission for FINRA to use material submitted by You or Your Subscribers via any applications accessed through the FINRA Entitlement Program, limitations on warranties and damages, permissible amendments to the FINRA Entitlement Program Agreement and Terms of Use or Entitlement Forms, treatment of private information, waiver of rights to a jury trial and choice of law and jurisdiction provisions.

You further agree that Your Subscriber(s) can take actions on Your behalf with respect to and on the applications accessed through the FINRA Entitlement Program, and that FINRA can and should rely on the actions of Your Subscribers as if they were Your own. Further, in addition to the indemnification provisions in the FINRA Entitlement Program Agreement and Terms of Use, You agree to defend, indemnify and hold FINRA harmless from the actions or inactions of You and Your Subscribers and from any breaches of the FINRA Entitlement Program Agreement and Terms of Use by You or Your Subscribers, or for negligent or tortious conduct by You or Your Subscribers with respect to the entitlements granted, as well as any third party claims based thereon.

The terms “You,” and “Your” in this form refer to the organization on whose behalf this form is submitted.

By signing below, the signatory hereby certifies that s/he is authorized to legally bind the Organization on behalf of which s/he is executing this Agreement.

* Signature: _____ Date: _____
(Signatory must be an authorized representative of the organization or otherwise have the legal authority to bind the organization.)

* Print Name: _____ Title of Signatory: _____
(Please print clearly)