Data Agreement and Order Form

To receive Tradelogiq Markets Inc. ("Tradelogiq") Data please provide the information below[1] and execute this Data Agreement and Order Form ("Data Agreement"). Delivery and receipt of Tradelogiq Data are governed by this Data Agreement, which incorporates the Standard Terms and Conditions for Market Data ("Standard Terms") found at tradelogiq.com/standard-terms-and-conditions-for-market-data. Capitalized terms not defined here have the meanings set out in the Standard Terms.

The Standard Terms may be amended from time to time by Tradelogiq in accordance with the provisions therein.

Please see the Data Fee Schedule on the Website for applicable fees. Where Data Recipient's registered address is in Canada, as set out below, the fees are denominated in Canadian dollars; for all other Data Recipients, the amounts are denominated in US dollars. Similarly, the fees payable by Data Recipient to Tradelogiq in respect of any Subscribers domiciled in Canada are denominated in Canadian dollars and, in respect of other Subscribers, are denominated in US dollars. All fees are per month unless otherwise noted in the Data Fee Schedule.

Part I – General

1. **Legal Name, Address and Contact Details (complete table below for latter):**

    _____

    _____

    _____

	Name	Email	Phone
Primary Contact			
Billing Contact			
Email Address for Invoices (if different than Billing Contact)			
Reporting Contact			
Contact for Notices (Group Email Preferred)			
Signing Authority			

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[1] *Where there is insufficient space for your response, please include a separate attachment.*

2. Will Data be distributed to your Affiliates (where *"Affiliate"* means any person or entity that controls, is controlled by or is under common control with a person or entity)?

☐ No   ☐ Yes

If Yes, please list the applicable Affiliates, providing their legal names:

_____

_____

_____

3. Check the type of display data you are subscribing for:

☐ Level 1 Omega ATS Data

☐ Level 2 Omega ATS Data (includes Level 1 Omega ATS Data)

☐ Level 1 Lynx ATS Data

☐ Level 2 Lynx ATS Data (includes Level 1 Lynx ATS Data)

4. Feed Access

A. How will the Data be accessed by Data Recipient? (Select all that apply.)

☐ Tradelogiq multicast feed

☐ TMX Information Processor feed

☐ Other data redistributor / vendor feed or product - please specify name:_____

Please list each physical location where individual feeds will terminate:

_____

_____

_____

B. Tradelogiq multicast recovery session.

Recovery session credentials are allocated per server and provide a snapshot recovery of the current order book.

Are recovery session credentials required?

☐ No   ☐ Yes

5. **Will any Service Facilitators be used (where *"Service Facilitator"* means a third party that is utilized by Data Recipient to access Data, e.g. a network connectivity provider)?**

    ☐ No

    ☐ Yes

If Yes, please identify the Service Facilitators to be used:

_____

_____

6. **Description of Data use by Data Recipient (including, if applicable, its Affiliates).** *Please include both a text description and a diagram indicating data flows, systems description and data entitlement systems (add separate attachments if required). Please indicate the locations where each data feed is received.*

_____

_____

_____

_____

_____

    System Diagram (please add below or in a separate attachment, as required):

Part II – Data Use

7. Distribution of Data by Data Recipient (*check all boxes that apply*):

Data Recipient is required to report all Data distribution (see sample reporting template)[2] in accordance with the Standard Terms. See Website for current fees.

A. Internal Distribution (where *"Internal"* means receipt of Data and subsequent distribution of such Data by the Data Recipient only within its organization, and to its Affiliates.)

☐ No   ☐ Yes

B. External Distribution (where *"External"* means the delivery or distribution of Data that is not Internal).

☐ No   ☐ Yes

If Yes, will Data Recipient engage in (check all boxes that apply):

☐ Controlled Distribution – Data Recipient provides Data to a person or entity (including through any device, machine, system, equipment, computer or application) and controls the entitlements and display of the information to such person or entity and/or

☐ Uncontrolled Distribution—Data Recipient provides Data to a person or entity (including through any device, machine, system, equipment, computer or application) other than by way of Controlled Data Distribution, including via data feeds. Each recipient of Data by way of External Uncontrolled Distribution is considered a "Data Recipient" and must have entered into an agreement with Tradelogiq and agreed to the Standard Terms.

8. What are all the expected uses of Data by Data Recipient and/or its Affiliates? (*Check all boxes that apply.)*

A. Display usage (where *"Display usage"* and *"Display use"* refer to Data that is displayed visually on a device, e.g. a desktop data application, desktop trading application, etc. for a human user)*.

Display Fees – Monthly Subscription

☐ Not Applicable

☐ Applicable (see Website for current fees)

Check all that apply	*Monthly subscription*
☐	Omega ATS Level 1
☐	Omega ATS Level 2
☐	Lynx ATS Level 1
☐	Lynx ATS Level 2

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[2] *Sample reporting template available at: https://tradelogiq.com/sample-usage-reporting-template/.*

Display Fees – Per Query

☐ Not Applicable

☐ Applicable (see Website for current fees)

Check all that apply	*Per query usage*
☐	Omega ATS Level 1
☐	Omega ATS Level 2
☐	Lynx ATS Level 1
☐	Lynx ATS Level 2

Note: Non-Professional use only.

B. Non-Display use (where *"Non-display use"* refers to all use other than Display use, including by an application that is not primarily for display use and is used for trading or analysis purposes*). (Check all that apply.)*

☐ Not Applicable

☐ Trading usage (use in applications that generate order or order recommendations in an automated or semi-automated manner including, without limitation, smart order routers, execution algorithms, arbitrage strategies and market making strategies). See Website for current fees.

Non-display trading use - check all that apply	
☐	Omega ATS Level 1
☐	Omega ATS Level 2
☐	Lynx ATS Level 1
☐	Lynx ATS Level 2

☐ Analysis usage (use in analysis programs or applications that may lead to or contribute to purchases, sales or other trading decisions including, without limitation, risk management systems, storage of Data for historical data testing purposes and calculation of derived data and includes access or use by machines or automated devices that are not solely for display to human users). See Website for current fees.

Analysis usage - check all that apply	
☐	Omega ATS Level 1
☐	Omega ATS Level 2
☐	Lynx ATS Level 1
☐	Lynx ATS Level 2

You do not need to answer question 9 below if Data Recipient does not distribute Data, or if Data distribution by Data Recipient is only Internal.

9. **Identify those who receive Data from Data Recipient or that Data Recipient proposes to provide Data to by way of External Uncontrolled Distribution:**

Name:	Contact name and information

_____

AGREEMENT

Tradelogiq operates electronic marketplaces for trading securities and hereby agrees to provide market data generated by such marketplaces to Data Recipient in accordance with the Standard Terms posted on its Website at *tradelogiq.com/Standard-Terms-and-Conditions-for-Market-Data*, as amended. Data Recipient agrees to receive and use Tradelogiq market data in compliance with the Standard Terms, including its liability to pay applicable fees set out in the Data Fee Schedule posted on the Website. Any changes to these terms and conditions will be communicated to Data Recipient in compliance with the terms therein, and thereafter will apply to Data Recipient unless otherwise agreed by Tradelogiq.

The signatories of Data Recipient below certify for and on behalf of Data Recipient that the information provided above, as well as any changes thereto provided to Tradelogiq in writing by an authorized representative, are true, correct, accurate and complete in all material respects.

Data Recipient hereby agrees that (i) it is bound by and will comply with the Standard Terms; (ii) it will ensure that the information provided herein is kept up-to-date; and (iii) it is liable for the applicable fees set out in the Data Fee Schedule.

IN WITNESS WHEREOF, the parties have caused this Data Agreement to be executed by their authorized signatories as of the date set out below.

DATE: _____, 20___.

DATA RECIPIENT:

By: _____
    Name:
    Title:

By: _____
    Name:
    Title:

TRADELOGIQ MARKETS INC.

By: _____
    Name:
    Title: