



Please complete this form.

Please note: The DORRS area under Section 12 should be left blank.

Return the electronic form by emailing it to info@dorrs.io

DORRS Data Subscriber Agreement

The Decentralized Order Reporting Registry System ("DORRS") requires all Subscribers to execute a DORRS Data Subscriber Agreement (this "Agreement") in order to receive the information described below ("Information"). Subscribers may not modify or waive any term of this Agreement. Any attempt to modify this Agreement, except in writing by DORRS or its affiliates, is void.

This Agreement is made by and between the DORRS and _____ ("Subscriber"), with an Effective Date of _____.

1. Definitions

The following terms shall have the meanings set forth below when used in this Agreement:

"Act" means the Securities Exchange Act of 1934, as amended.

"Affiliates" means any individual, corporation, company, partnership, or any other entity that, from time to time, directly or indirectly controls, is controlled by, or is under common control with Subscriber, where control means the power to direct or cause the direction of the management or policies of another entity, whether through the ownership of voting securities, by contract, or otherwise.

"Auction Information" means any information generated by an ATS leading up to and during an auction—including opening, reopening, call, and closing auctions.

"Claims and Losses" means any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, proceedings, costs, judgments, settlements, and expenses of any nature, whether incurred by or issued against an indemnified party or a third party, including, without limitation, (a) indirect, special, lost profits, punitive, consequential, exemplary, or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss due to the shutdown in operation or other indirect loss or damage), and (b) administrative costs, investigatory costs, litigation costs, and auditors' and attorneys' fees and disbursements (including in-house personnel).

"Registry" means stores unique Digital Security Identifier Numbers (DSIN) for tokens linked to securities information about various financial instruments, particularly securities such as stocks, bonds, and derivatives. It serves as a central repository of information for these instruments.

"Company" means company profile summary that provides an overview of a company's background, products or services, organizational structure, and other relevant information.

"Last Sale" means the price, size, timestamp, and the Market Participant ID with a provided Tick indicator, identifying whether the Last Sale was a plus, zero-plus, minus, or zero-minus Tick.



"Best Bid Best Ask" means each ATS' current highest bid and lowest offer and the shares available at those prices.

"Depth of Book" means a Depth of Book market data feed provides a real-time view of an Alternative Trading System order book for a particular security, including various market participants' orders to buy and sell.

"DORRS Indemnified Parties" means, collectively, DORRS and its Affiliates, third-party information providers, and their respective owners, managers, officers, directors, employees, representatives, and agents.

"DORRS System" means the system that DORRS has developed for creating, processing and/or disseminating Information.

"Fee Schedule" means the fees for Information, which may be amended occasionally.

"Information" means Consolidated Last Sale, Consolidated Quotation, National Best Bid and Offer, Auction Information, and each other category of data made available by DORRS as DORRS may designate from time to time.

"Subscriber" means any individual, corporation, company, partnership, or any other entity noted above and its Affiliates that received Information under this Agreement and encompasses all Non-Professional and Professional Subscribers.

2. Use of Data

Subscriber may receive, store, process, commingle, and use for its own internal purposes any Information received during the term of this Agreement, in each case in accordance with the terms and conditions set for herein. Subscriber is permitted to create information or data derived from the Information according to this Agreement, so long as such derived information or derived data does not display, represent, reverse engineer, or recreate any Information, or readily allow any Information to be recalculated, derived or reverse engineered.

Subscriber may not sell, lease, furnish, or otherwise permit or provide access to the Information to any non-Affiliated. Subscriber will not engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any Securities and Exchange Commission ("SEC") Rule or other applicable law, rule, or regulation. Subscriber may not present the Information rendered in any unfair, misleading, or discriminatory format. Subscriber shall take reasonable security precautions to prevent unauthorized persons from accessing the Information.

3. Intellectual Property

DORRS grants Subscriber a nonexclusive, non-transferable license during the term of the Agreement to receive and use the Information as permitted under the terms of this Agreement. Subscriber acknowledges and agrees that DORRS has proprietary rights to the Information or other rights to Information gathered from other sources. Subscriber further acknowledges and agrees that DORRS third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by Subscriber or anyone who accesses the Information through Subscriber, DORRS or its third-party information providers shall have the right to obtain injunctive relief



for its respective materials. Subscriber will attribute the source as appropriate under all the circumstances.

4. Fees

Subscriber shall assume full and complete responsibility for the payment of any taxes, charges, or assessments imposed on Subscriber or DORRS (except for federal, state, or local income taxes, if any, imposed on DORRS) by any foreign or domestic national, state, provincial or local governmental bodies, or subdivisions thereof, and any penalties or interest relating to the provision of the Information to Subscriber. Additional fee information can be found in the Fee Schedule in the User portal.

5. DORRS System

Subscriber acknowledges that DORRS, in its sole discretion, may from time to time make modifications, additions, or deletions to the DORRS System or Information or any aspect of either. Such modifications, additions, or deletions may require corresponding changes to be made to Subscriber's systems and equipment. Changes or the failure to make timely changes by Subscriber may sever, delay, or otherwise affect the use of Information. DORRS shall not be responsible for any such effects.

6. Disclaimer of Warranties

Subscriber expressly acknowledges that DORRS Indemnified Parties do not make any representations or warranties, express, implied, or statutory, including, without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption, any implied warranties arising from trade usage, course of dealing, or course of performance, or any implied warranties of merchantability, quality or fitness for a particular purpose.

7. Limitation of Liability

DORRS Indemnified Parties shall not be liable to Subscriber or any other person for any inaccurate or incomplete Information received from DORRS, any delays, interruptions, errors, unavailability, or omissions in the furnishing thereof, or any direct, indirect, consequential, exemplary, special, lost profits, incidental, or punitive damages arising from or occasioned by said inaccuracies, delays, interruptions, errors, unavailability, or omissions even if the DORRS Indemnified Parties have been advised of the possibility of such damages, to the maximum extent permitted by law.

This Section shall not relieve DORRS, Subscriber, or any other person from liability for damages resulting from their own gross negligence, fraud, willful misconduct, or personal injury or wrongful death claims.

DORRS and Subscriber understand and agree that the terms of this Section reflect a reasonable allocation of risk and limitation of liability.

8. Third-Party Information Providers' Limitation of Liability

DORRS third-party information providers shall have no liability for any damages, whether direct, indirect, whether exemplary, incidental, punitive, lost profits, indirect, special, or consequential damages of Subscriber or any other person seeking relief through Subscriber relating to the accuracy of or delays or omissions in any Information provided by DORRS third-party information providers, even if the third-party information providers have been advised of the possibility of such damages. In no event will the



liability of the third-party information providers or their affiliates to Subscriber or any other person seeking relief through Subscriber pursuant to any cause of action, whether in contract, tort, or

otherwise, exceed the fee paid by Subscriber or any other person seeking relief through Subscriber, as applicable.

9. Claims and Losses

Subscriber will indemnify DORRS and hold DORRS and its employees, officers, directors, and other agents harmless from any and all Claims or Losses imposed on, incurred by, or asserted as a result of or relating to (a) any noncompliance by Subscriber with the terms and conditions hereof; (b) any third-party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under the Agreement. Each party warrants and represents and will indemnify and hold harmless (and in every case, DORRS shall be permitted to solely defend and settle) another party (including DORRS) and their officers, directors, employees, and other agents against any Claims or Losses arising from, involving or relating to a claim of infringement or other violation of an intellectual property right by the indemnifying party, its actions or omissions, equipment or other property. This right is conditioned on (i) the indemnified party giving prompt written notice to the indemnifying party of the Claims or Losses; however, failure to promptly notify the indemnifying party of a claim shall not relieve the indemnifying party of its indemnification obligations hereunder except to the extent that such failure prejudices the rights to the indemnifying party; and (ii) providing cooperation in the defense of the Claims or Losses.

10. Notices

All notices and other communications (except invoices) given pursuant to this Agreement shall be in writing. Notice to Subscriber shall be directed to the individuals identified below. Notice shall be deemed to have been duly given: (i) upon actual receipt by the parties, (ii) upon constructive receipt if sent by certified mail, return receipt requested, or any other delivery method that actually obtains a signed delivery receipt, to the following addresses or to such other address as either party specifies by prior written notice to the other party or (iii) the next business day after delivery, which may be evidenced by an electronic delivery receipt if sent by email to the below address or to such other email address as either party specifies by prior written notice to the other party.

11. Subscriber Type Non-Professional or Professional

Choose one of the following:

<input type="checkbox"/>	Non-Professional Subscriber
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Or

<input type="checkbox"/>	Professional Subscriber
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Definitions:

"Non-Professional Subscriber" means any natural person who is neither:

- Registered or qualified in any capacity with the Commission, the Commodities Futures Trading Commission, FINRA broker-dealer and Securities Exchange Commission and any state securities agency, any securities exchange or association, or any commodities or futures contract market or association;
- Engaged as an "investment adviser" as that term is defined in Section 202(a)(11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that Act); nor
- Employed by a bank or other organization exempt from registration under federal or state securities laws to perform functions requiring registration or qualification if such functions were performed for an organization not so exempt.

"Professional Subscriber" means any person who meets any of the following criteria:

- Is registered or qualified with the Securities and Exchange Commission, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association.
- Is engaged as an "investment advisor" as that term is defined in Section 201(11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act).
- Is employed by a bank or another organization exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be registered or qualified if they were to perform such functions for an organization not so exempt.



12. Certification

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date above.

By executing this Agreement, Subscriber hereby certifies that he or she falls within definition of "Nonprofessional Subscriber" and that the personal and employment information that he or she has included in Paragraph 12 is truthful and accurate.

* * *

ACCEPTED AND AGREED: I, the "Subscriber" to which the preceding terms and conditions refer, acknowledge that I have read the preceding terms and conditions, that I understand them and that I hereby agree to comply with those terms and conditions.

Subscriber:

Name: _____

Title: _____

Address: _____

Telephone #: _____

Email: _____

DORRS:

Name: _____

Title: _____

Address: _____

Telephone #: _____

Email: _____

Last Update: December 18th, 2023