

IEX THIRD-PARTY PAYMENT AGREEMENT

This IEX Third-Party Payment Agreement (this “Agreement”) is made by and between Investors’ Exchange LLC (“IEX”), the undersigned Member or Data Subscriber of IEX, as applicable (“Customer”), and the undersigned Payor (identified in the table below, the “Payor”) (each, a “Party” and together, the “Parties” to this Agreement), with an effective date as of the date of last signature below (the “Effective Date”). Capitalized terms used but not defined in this Agreement are defined in the IEX Data Subscriber Agreement, IEX Market Data Policies, IEX Connectivity Services Agreement, Regulatory Requirements, or Fee Schedule, as applicable.

	Payor	Customer
Company Name:		
Point of Contact:		
Business Address:		
Telephone:		
Email:		

	Payor Billing Information	Customer Billing Information
Company Name:		
Point of Contact:		
Billing Address:		
Telephone:		
Email:		

Specific Agreement(s) Covered by This Agreement
<input type="checkbox"/> IEX Connectivity Services Agreement <input type="checkbox"/> IEX Data Subscriber Agreement
<p>For purposes of this Agreement the term “Covered Agreement(s)” shall mean the agreement(s) selected above.</p>

WHEREAS, Customer is party to the Covered Agreement(s) pursuant to which Customer is required to pay certain fees, interest, charges, expenses, or other amounts to IEX (together, the “Fees”).

WHEREAS, Customer requests that IEX invoice and accept payment from Payor on behalf of the Customer in respect of the Fees.

WHEREAS, Payor wishes to be invoiced for and pay all Fees to IEX on behalf of Customer.

NOW, THEREFORE, the Parties agree as follows:

1. Payment. IEX shall invoice Payor for all Fees. Payor acknowledges and agrees to fully and timely pay on behalf of Customer all of the Fees to IEX under the Covered Agreement(s) as directed by IEX in accordance with the applicable Covered Agreement(s).

2. Failure to Pay. Customer shall be solely responsible and liable for: (a) any Fees not fully and timely paid by Payor to IEX in accordance with the Covered Agreement(s); (b) any Fees that cannot be fully paid by Payor to IEX due to applicable law, statute, rule, or regulation; and (c) any Fees or other charges incurred due to Payor’s failure to timely pay IEX in full.

Customer acknowledges and agrees that nothing herein shall limit IEX’s right to seek payment of any amounts directly from Customer.

3. Section 28(e). Customer and Payor hereby represent, warrant, and covenant to IEX that this Agreement and their request for Payor to pay Fees pursuant to this Agreement complies with applicable laws, statutes, rules, and regulations, including but not limited to Section 28(e) of the Securities Exchange Act of 1934. IEX does not make any representations, warranties, or covenants concerning the impact or applicability of Section 28(e) of the Securities Exchange Act of 1934 on this Agreement, or the arrangements set forth herein, or the legality of this Agreement, in relation to said Section 28(e) or otherwise.

Customer acknowledges and agrees to promptly notify IEX in writing of any changes which may result in this Agreement or Customer’s request for Payor to pay Fees pursuant to this Agreement violating any applicable laws, statutes, rules, or regulations, including but not limited to Section 28(e) of the Securities Exchange Act of 1934.

4. Term; Termination. This Agreement shall commence as of the Effective Date and continue until terminated in accordance with this Section or upon the termination of the Covered Agreement(s). IEX may terminate this Agreement for any reason or no reason whatsoever immediately upon written notice to Customer and Payor. Customer may terminate this Agreement for any reason or no reason whatsoever upon thirty (30) days’ prior written notice to IEX and Payor. In the event of termination of this Agreement, Customer shall be responsible and liable for any outstanding Fees not fully paid by Payor. Such outstanding Fees shall be invoiced and paid in accordance with the Covered Agreement(s). For the avoidance of doubt, in the event that this Agreement is terminated, Customer shall thereafter be fully

responsible and liable to IEX for payment of all applicable Fees in accordance with the Covered Agreement(s) and termination of this Agreement shall not terminate the underlying Covered Agreements, which shall be terminated separately in accordance with their terms.

5. Representations and Warranties. Customer and Payor each represents, warrants, and covenants to IEX that during the term of this Agreement: (i) neither it nor any of its Affiliates is or shall be designated on a restricted party list maintained by the U.S. Government (e.g., List of Specially Designated Nationals and Blocked Persons, Foreign Sanctions Evaders List, Sectoral Sanctions Identification List, Entity List, Denied Persons List, Unverified List or Debarred Parties List), the United Nations Security Council, the European Union, the United Kingdom, or other applicable jurisdictions ("Restricted Party"); (ii) no Restricted Party owns or shall own, individually or in the aggregate, 50% or more of its outstanding share capital; and (iii) none of its officers or directors is or shall be a Restricted Party. Customer and Payor shall promptly notify IEX in writing of any changes which may result in any of the representations, warranties or covenants no longer being true and correct.

6. Applicability of Covered Agreement(s). Customer acknowledges and agrees to comply with all other terms and conditions of the Covered Agreement(s) not otherwise affected by this Agreement. In no event shall this Agreement provide Payor with access to or use of the services, market data, confidential information, or any other benefits provided by IEX to Customer under the Covered Agreement(s). As between IEX and Customer, in the event of any conflict between the provisions of this Agreement and the provisions of the Covered Agreement(s), the provisions of the Covered Agreement(s) shall prevail.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Payor:

By: _____
Name: _____
Title: _____
Date: _____

Customer:

By: _____
Name: _____
Title: _____
Date: _____

IEX: Investors' Exchange LLC

By: _____
Name: _____
Date: _____