

**ADDENDUM TO KNIGHT DIRECT EMS AGREEMENT
FOR CANADIAN MARKET DATA**

WHEREAS the undersigned hereby amend the Knight Direct Market Access Trading System Agreement (the "Agreement") between Direct Trading Institutional, L.P. ("DTI") and _____ ("Subscriber), (the "Addendum").

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

- A. This Addendum provides terms and conditions for Subscriber access via Knight Direct for the receipt of market data from the exchanges comprising the Canadian Exchange Group ("CEG") and Toronto Stock Exchange ("TSX") together with any Third Party Contributor Data, or any other data, information, services or content, made available pursuant to this Addendum (the "Market Data").
- B. Without limitation and notwithstanding any other provision of the Agreement or this Addendum:
 - (i) Subscriber acknowledges and agrees that certain of the Market Data may be provided by third parties (other than members of the CEG) who provide Third Party Contributor Data for dissemination by CEG ("Third Party Contributors").
 - (ii) Subscriber covenants for the benefit of CEG and each third party contributor, that Subscriber shall not make any claim, pursue any action or make any demand against any third party contributor in respect of this Agreement or related to the Market Data, irrespective of the cause of such claim, action or demand, including but not limited to breach of contract, tort (including negligence), breach of statutory duty or any other legal theory and, for greater certainty, no third party contributor shall be liable for any loss or damage suffered by Subscriber as a result of any act or failure to act (including willful misconduct or negligence) by such third party contributor, including any direct, indirect, special, incidental or consequential loss, damage, injury, cost or expense, loss of profits or revenue, failure to realize expected profits, revenue or savings or other commercial or economic loss, damage or injury, even if advised of the possibility of same.
- C. Subscriber acknowledges and agrees that its access to the Market Data via Knight Direct is subject to prior approval by CEG and/or the TSX and any additional requirements they may have, including without limitations, executing agreements directly with CEG and/or TSX.
- D. Subscriber acknowledges and agrees that in the event CEG, TSX or third party providers cease to provide Market Data or terminate Subscriber's access, with or without notice, Subscriber shall release DTI from any and all resulting liability or responsibility.

- E. Subscriber acknowledges and agrees that CEG and/or TSX shall be entitled to audit its use of the Market Data via the Knight Direct System to ensure Subscriber's use is in compliance with the terms of this Agreement including giving access to Subscriber's premises to CEG and/or TSX personnel.
- F. Subscriber agrees to comply with all its requirements of the applicable Canadian exchange with respect to trading on the applicable exchange and Subscriber's use of market data from that exchange.
- G. Subscriber agrees to comply with all laws, rules and regulations with respect to its receipt of Market Data and trading on Canadian exchanges.
- H. DTI shall not be liable for any system failure or other technical problem of an exchange's systems or linkages to exchange trading systems. Subscriber should refer to the applicable exchange's liability rules and disclaimer language.
- I. CEG and TSX are third party beneficiaries of this Addendum.
- J. Notwithstanding anything contained herein; all other terms and conditions of the Agreement shall remain the same and in full force and effect. In the event of a conflict between this Addendum and the Agreement, the terms of this Addendum shall supersede the Agreement. This Addendum may be executed in one or more counterparts (including facsimile counterparts), each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

Agreed to and executed this __ day of _____, 200_.

Subscriber:

Direct Trading Institutional, L.P.

By _____

By _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____