



# ICE U.S. Futures Market Data Addendum

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Account Number: \_\_\_\_\_

This ICE U.S. Futures Addendum is entered into on \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ between the party identified below ("Subscriber") and TD Ameritrade Futures & Forex LLC ("TD Ameritrade Futures & Forex") as a part of the UNIVERSAL SUBSCRIBER ADDENDUM.

## PURPOSE

To receive ICE U.S. Market Data, Subscriber must open and have an approved Futures account with TD Ameritrade Futures & Forex and agree to payment of the ICE Exchange Market Data subscription fee.

## FEES AND PAYMENT TERMS

Subscriber agrees to pay TD Ameritrade Futures & Forex a Subscriber fee in an amount determined by ICE Market Data Services to access ICE U.S. Futures Market Data. The full monthly fee will be charged to Subscriber's account on the day in which Subscriber signs this agreement. Thereafter, Subscriber will be charged a subscription fee on the first of each month for each month that the subscription continues, until the subscription is canceled. Subscription fees will be based upon the subscription rates determined by ICE Market Data Services which have been set at \$110 per month for 2017 (To see the full listing on the pricing schedule, Click here).

SUBSCRIBER HEREBY AUTHORIZES TD AMERITRADE FUTURES & FOREX TO DEBIT SUBSCRIBER'S ACCOUNT MONTHLY FOR THE AMOUNT OF THE SUBSCRIPTION FEE IMPOSED ON TD AMERITRADE FUTURES & FOREX BY ICE MARKET DATA SERVICES FOR SUBSCRIBER'S ACCESS TO THE ICE MARKET DATA (WITHOUT MARKUP BY TD AMERITRADE FUTURES & FOREX) ON THE FIRST OF EACH MONTH DURING THE TERM OF YOUR ICE MARKET DATA SUBSCRIPTION. SUBSCRIBER AGREES TO MAINTAIN A CASH BALANCE IN THE ACCOUNT SUFFICIENT TO COVER THE AMOUNT OF THE ICE MARKET DATA SUBSCRIPTION FEES AT THE TIME OF THE AUTHORIZED DEBIT.

If the cash balance of Subscriber's account is insufficient to cover the full amount of any subscription fees, TD Ameritrade Futures & Forex shall have the right to suspend Subscriber's subscription until such subscription fees or other charges are paid in full or to cancel Subscriber's subscription. Subscription fees will not be pro-rated due to late payment and/or suspension of the subscription.

## CANCELLATION

### Cancellation by Subscriber

Subscriber may cancel the ICE Market Data subscription at any time by notifying a Client Services representative of such cancellation in writing. The cancellation will be effective at the end of the month in which notice was received by TD Ameritrade Futures & Forex.

### Cancellation by TD Ameritrade Futures & Forex

TD Ameritrade Futures & Forex may immediately cancel Subscriber's subscription if Subscriber has breached this Addendum or any other agreement with TD Ameritrade Futures & Forex, or if Subscriber no longer maintains an account with TD Ameritrade Futures & Forex or if TD Ameritrade Futures & Forex's right to continue to provide Subscriber access to the ICE Market Data is terminated or materially impaired.

## MARKET DATA RIGHTS AND RESTRICTIONS

Subscriber acknowledges that Subscriber's right to use the ICE Market Data is solely as permitted by the license and usage rights granted by ICE Market Data Services and its licensors and that restrictions govern Subscriber's use of the ICE Market Data. Subscriber agrees to comply with all applicable license and usage restrictions of ICE Market Data Services and its licensors and affiliates.

BY SIGNING BELOW, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER HAS READ THE TERMS STATED ABOVE AND AGREES TO ABIDE BY ALL THE TERMS OF THIS ADDENDUM.

## SIGNATURE

 Subscriber's Signature:

Subscriber's Printed Name:

Date:

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*Original signature required; electronic signatures and/or signature fonts are not authorized.*

Investment Products: Not FDIC Insured \* No Bank Guarantee \* May Lose Value

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