

## NASDAQ MARKET CENTER EXECUTION SERVICE GIVE-UP ADDENDUM TO THE NASDAQ SERVICES AGREEMENT

This Addendum (“**Addendum**”), dated as of the date executed by The NASDAQ OMX Group, Inc., (which, with its subsidiaries and affiliates, is collectively referred to herein as “**NASDAQ**”), amends the NASDAQ Services Agreement (“**Agreement**”) and is made by and among NASDAQ, \_\_\_\_\_, located at \_\_\_\_\_ (“**Correspondent Firm**”), and \_\_\_\_\_, located at \_\_\_\_\_ (“**Market Participant**”). For purposes of the Agreement, the Correspondent Firm and the Market Participant shall each be considered a “**Subscriber**”. Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Agreement. Further, except to the extent specifically overridden herein, the terms and the conditions of the Agreement remain applicable and this Addendum shall not otherwise limit or reduce the duties, obligations, or responsibilities under the Agreement of the signatories.

**Section 1. Access to Service.** Pursuant to this Addendum, Correspondent Firm shall be permitted to participate in the NASDAQ Market Center (the “**NMC**”) as a correspondent firm. The NMC is an automated system owned and operated by NASDAQ which enables the Market Participant that is either a NASDAQ market maker or order entry firm to enter and execute transactions in securities, as defined in the NASDAQ Requirements, on behalf of the Correspondent Firm; to have reports of the transactions automatically forwarded, if required, for dissemination to the public and the industry, and to “lock in” these trades by sending both sides to the applicable clearing corporation(s)/agencies designed for clearance and settlement. The access permitted under this Addendum shall be considered part of the “**Service**” as defined in the Agreement.

**Section 2. Limitation of Liability.** Except as set forth in the Agreement, NASDAQ shall have absolutely no liability to the Correspondent Firm or Market Participant or any other third party for any delay, errors, inaccuracies or omissions in connection with the operation or performance of the NMC, or for the inability to transmit or receive the Service due to system or terminal outages or for the accuracy of the price or size of any transactions executed in the NMC or the report of such transaction to a registered clearing agency, or for any other cause or resulting occurrence whatsoever. Without limiting the foregoing, the Correspondent Firm and the Market Participant expressly recognize that the operation of the NMC shall also include verbal telephone communication to NASDAQ personnel and manual action on NASDAQ’s part in connection with such things as identification of the NMC terminals and individual securities and withdrawal from the NMC in the event of equipment malfunction.

**Section 3. Clearing.** The Correspondent Firm agrees to accept and settle each NMC trade that NMC identifies as having been effected by the Market Participant on behalf of the Correspondent Firm, or if settlement is to be made through another clearing member, the Correspondent Firm will guarantee acceptance and settlement of such identified NMC trade by the clearing member utilized by the Correspondent Firm as identified below, on the regularly scheduled settlement date. The Correspondent Firm authorizes NASDAQ to submit trade data developed by NMC to a registered clearing corporation/agency where Correspondent Firm or the other clearing member acting on behalf of the Correspondent Firm is a member and would be liable. The Correspondent Firm will notify NASDAQ of any changes to its clearing number or the clearing number of the other clearing member acting on its behalf prior to the effectiveness of the change.

**Section 4. Violations.** In addition to the rights of NASDAQ as set forth in the Agreement, the Correspondent Firm and the Market Participant understand and agree that a violation of this Addendum, the Agreement, or the NASDAQ Requirements referenced therein may subject the Correspondent Firm and the Market Participant to censure, fine, suspension or revocation of its registration as a Correspondent Firm or Market Participant or any other penalty under the NASDAQ Requirements.

**Section 5. Notices.** All notices, invoices, and other communications (except for notices of changes related to Authorized Devices or payments, fees or charges under the Agreement) required to be given under the Agreement shall be either: (i) posted on NASDAQ Trader; or (ii) given in writing under this Addendum and shall be sent to the Correspondent Firm’s or Market Participant’s headquarters and addressed to the Correspondent Firm’s or Market Participant’s Chief Executive Officer or President, and if to NASDAQ, shall be

sent to NASDAQ Subscriber Services, One Liberty Plaza, New York, NY 10006 and addressed to the attention of the Agreements Administrator. Notice shall be deemed to have been duly given upon actual receipt by the Parties, or upon constructive receipt if sent by certified mail, return receipt requested (as of the date of signature or of first refusal of the return receipt), or by any other delivery method which obtains a signed delivery receipt. In the event of notices of default or dispute, send a required copy to:

The NASDAQ OMX Group, Inc  
Office of General Counsel  
9600 Blackwell Road  
Rockville, MD 20850  
Attn: NASDAQ OGC Contracts Group

**Section 6. Obligations.** This Addendum shall apply to the use of the Service by the signatories as set forth in this Addendum.

IN WITNESS WHEREOF, the parties have had this Addendum executed by their duly authorized officers.

\_\_\_\_\_ ("**Correspondent Firm**")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Registered Clearing Firm Name: \_\_\_\_\_

Registered Clearing Firm Number: \_\_\_\_\_

\_\_\_\_\_ ("**Market Participant**")

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The NASDAQ OMX Group, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_