

This NASDAQ Options Maintenance Tool Service Bureau Agreement (“Agreement”) is by and between the Member Firm: _____ and the Member Firm’s Service Bureau identified below.

1. The Member Firm noted above has represented to NASDAQ OMX that the undersigned Service Bureau has permission to access and update trades executed on The NASDAQ Options Market.
2. The Service Bureau, via the NASDAQ Options Maintenance Tool, will have access to the Member Firm’s trades that have been executed on The NASDAQ Options Market.
3. The Service Bureau will be able to change certain aspects, for clearing purposes, of the Member Firm’s trades that are executed on The NASDAQ Options Market such as CMTA, Open/Close, Account Type, and Sub Account.
4. The Member Firm agrees that it shall be responsible for any changes submitted to The NASDAQ Options Market by the Service Bureau, regardless of whether such changes are made in error by the Service Bureau.
5. NASDAQ OMX is in no way responsible for the changes the Service Bureau may make to the trades of the Member Firm that have been submitted to NASDAQ OMX through the Service Bureau.
6. Either party may terminate this Agreement upon twenty four (24) hours notice. The Member Firm must notify NASDAQ OMX in the event it wishes to terminate this Agreement.
7. This Agreement is for a term of one year from the date of execution and is automatically renewed on an annual basis unless terminated by either party pursuant to Section 6 above.
8. This Agreement shall be governed by the laws of the State of New York without regard to its choice of law provisions. All parties consent to the jurisdiction of the state and federal courts located in the City of New York, Borough Manhattan.

In Witness Whereof, the parties have executed this Agreement effective as of the date set forth below.

Service Bureau Name: _____

Service Bureau Authorized Representative (print name): _____

Service Bureau Authorized Representative (signature): _____

Date: ____/____/____

Member Firm Name: _____

Member Firm Authorized Representative (print name): _____

Member Firm Authorized Representative (signature): _____

Date: ____/____/____