

TRANSACTION FEE TRANSFER AGREEMENT

This Transaction Fee Transfer Agreement (“Agreement”) applies to the undersigned FINRA members and their respective clearing firms (collectively, the “Parties”) that choose to utilize the facilities designated below (each a “Facility”) to transfer a transaction fee (“Transaction Fee”) on transactions between the undersigned members reported to the Facility, pursuant to applicable FINRA rules:

FINRA/NASDAQ Trade Reporting Facility (under FINRA Rule 7230A(h)) _____

OTC Reporting Facility (under FINRA Rule 7330(i)) _____

1. By executing this Agreement, each undersigned FINRA member agrees:

a. to accept and approve the entry and transfer of the Transaction Fee as part of any trade report submitted to the Facility, whether submitted directly or in accordance with a “give up” or similar agreement, for submission to the National Securities Clearing Corporation (NSCC) for clearance and settlement purposes;

b. to observe and comply with the provisions of this Agreement, any agreements relating to trades reported to the Facility, any other agreements relating to the Facility, and all applicable Rules in submitting trade and Transaction Fee information to the Facility; and

c. that it shall not submit transaction fee information to the Facility with respect to any entity with which it has not executed this Agreement and any other appropriate documentation.

2. By executing this Agreement, the undersigned Clearing Firm(s) for each undersigned FINRA member agrees that:

a. it is authorized to act as Clearing Agent for the undersigned FINRA member; and

b. it will accept and approve all trade reports submitted to the Facility by or on behalf of the FINRA member, including the entry and transfer of the Transaction Fee as part of the trade report submitted to NSCC for clearance and settlement purposes.

3. By executing this Agreement, the Parties agree that:

a. the acceptance and processing by the Facility of a Transaction Fee shall not constitute an estoppel as to FINRA or bind FINRA in any subsequent administrative, civil or disciplinary proceeding with respect to the Transaction Fee transferred;

b. NASDAQ, FINRA and the Facility shall have no liability to the Parties or to any other third party for any delay, errors, inaccuracies, or omissions in connection with the transfer of any Transaction Fee; and

c. the Parties will observe and comply with all applicable FINRA Rules and federal securities laws, including but not limited to, any rules and laws that may pertain to disclosure to customers of the Transaction Fee.

Agreed to this _____ day of _____, _____.

Member

Member's Clearing Firm

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

Firm Name:

Firm Name:

MPID:

MPID:

Member

Member's Clearing Firm

Signature

Signature

Name:

Name:

Title:

Title:

Date:

Date:

Firm Name:

Firm Name:

MPID:

MPID: