

# NextShares Trading Addendum

This NextShares Trading Addendum (this "**Addendum**") to the U.S. Services Agreement (the "**Agreement**") is entered into by and among Nasdaq, Inc. a Delaware corporation whose principal offices are located at One Liberty Plaza, 165 Broadway, New York, NY 10006, (collectively, with its affiliates and subsidiaries, "**Nasdaq**"), each of the U.S. exchange subsidiaries of Nasdaq, Inc. and the Subscriber, as detailed below.

1. Upon Nasdaq's receipt of the executed Addendum, Nasdaq shall test and certify Subscriber's system(s). Upon certification of the Subscriber, Subscriber shall be provided access to enter, cancel and execute orders for NextShares securities on behalf of its customer(s) on each of the Nasdaq U.S. exchanges designated below that Subscriber is a member of. Nasdaq in its sole discretion may require Subscriber to recertify; provided such recertification shall not occur more than once per twelve (12) month period.

☐ The NASDAQ Stock Market (NASDAQ)

2. Subscriber agrees to comply with and fulfill all Nasdaq Requirements regarding NextShares, including the obligation to quote and trade based upon NAV values during regular market hours, to honor orders that receive an execution confirmation and/or price confirmation during regular hours but that are not finally executed until 4:00 p.m. or after, and to clear all NextShares orders submitted to the applicable Nasdaq U.S. exchanges.
3. Subscriber understands and agrees that it is its sole responsibility to immediately notify Nasdaq in the event Subscriber wishes to terminate this Addendum. Either Party may terminate this Addendum upon twenty-four (24) hours advance written notice. Termination will be effective as soon as reasonably practicable after notification, but no later than the next business day following notification. Termination does not relieve Subscriber of the obligation to honor all pending trades in NextShares through clearance and settlement.
4. By executing this Addendum, Subscriber represents and warrants that it has full knowledge and understanding of NAV-based trading methodologies that apply to NextShares and acknowledges and accepts all risk associated with NextShares orders/trades. 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 Subscriber's duties, obligations, or responsibilities under the Agreement.
5. This Addendum shall commence as of the Effective Date and shall continue until terminated in accordance with Section 3, above or in the event the Agreement is terminated.
6. Except as specifically as detailed herein, all of the terms and conditions of the Agreement shall continue to be in full force and effect and shall be binding upon the Parties in accordance with their respective terms.

IN WITNESS WHEREOF, Subscriber has caused this Addendum to be executed by its officer or authorized representatives as of the day and year detailed below.

\_\_\_\_\_(**"Subscriber"**)

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

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

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

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

MPID: \_\_\_\_\_ CRD No: \_\_\_\_\_