

AGREEMENT FOR SPONSORED ACCESS
TO PROPRIETARY DATA THROUGH NASDAQ OMX QVIEWSM and/or NASDAQ OMX
TRADEINFOSM

This Agreement ("Agreement") for sponsored access to proprietary trading data through NASDAQ OMX QView and/or NASDAQ OMX TradeInfo (each a "NASDAQ OMX Trading Application") with an Effective Date of _____, is made by and among The NASDAQ OMX Group, Inc. (collectively, with its affiliates and subsidiaries "NASDAQ OMX"), the firm sponsoring access to its trading data ("Sponsoring Firm"), and the sponsored person ("Sponsored Participant").

Section 1. Purpose. The purpose of this Agreement is to set forth the obligations and responsibilities of the parties with respect to the Sponsored Participant's access to proprietary trading data of the Sponsoring Firm. The Sponsored Participant has executed a Front End Request Form ("Form") with NASDAQ OMX and this Agreement shall not be deemed to modify or amend the Form in any manner.

Section 2. Access by Sponsored Participant. The Sponsoring Firm hereby consents to the Sponsored Participant viewing and accessing trading data regarding orders sent using the Sponsoring Firm's specified MPIDs through a NASDAQ OMX Trading Application. The Sponsoring Firm agrees to allow the Sponsored Participant to receive trading information from a NASDAQ OMX Trading Application in the name of the Sponsoring Firm via the Sponsored Participant's existing subscription(s) to the applicable NASDAQ OMX Trading Application(s).

Section 3. Indemnification. The Sponsored Participant shall assume all responsibility for its access to and use of the Sponsoring Firm's trading data, and will hold harmless and indemnify NASDAQ OMX and the Sponsoring Firm against any claim or action arising out of its use of the Sponsoring Firm's trading data.

Section 4. Designation of Sponsored Participant. The Sponsoring Firm must designate the Sponsored Participant by name below.

Section 5. Termination. The Sponsoring Firm acknowledges and agrees that it is its responsibility to immediately notify NASDAQ OMX in the event that the Sponsoring Firm terminates this Agreement with the Sponsored Participant, which it may do at any time, for any reason, in the Sponsoring Firm's sole discretion.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

The NASDAQ OMX Group, Inc.

By: _____

Name: _____

Title: _____

Date: _____

_____ (**"Sponsoring Firm"**)

By: _____

Name: _____

Title: _____

Date: _____

_____ (**"Sponsored Participant"**)

Authorized MPID: _____

By: _____

Name: _____

Title: _____

Date: _____