



PDQ LIQUIDITY PROVIDER AGREEMENT

This PDQ Liquidity Provider Agreement (“Agreement”) is entered into as of the date set forth on the signature page hereto (the “Effective Date”) by and between **PDQ ATS, Inc.**, a Connecticut corporation (“PDQ”), and _____, a _____ [corporation/LLC/LP] (the “Liquidity Provider”). The parties agree as follows:

1. Definitions. The following definitions shall apply throughout this Agreement:

(a) “FINRA” means the U.S. Financial Industry Regulatory Authority.

(b) “LPP” means a Liquidity Provider proprietary algorithm created to respond to order notifications and/or symbol-only notifications from the PDQ System.

(c) “PDQ System” means the PDQ alternative trading system consisting of proprietary software, computer hardware facilities and related technology and know-how by which LPP’s are exposed to order notifications and/or symbol-only notifications, and securities orders are crossed with contra orders and printed to a Trade Reporting Facility, and in the process such orders are exposed to potential liquidity providers on an anonymous basis.

(d) “PDQ System Documentation” means the PDQ ATS Liquidity Provider Interface Specification and any other PDQ System documentation provided by PDQ to Liquidity Provider, as such documentation may be revised, updated, enhanced and modified by PDQ from time to time.

(e) “Representatives” of any person or entity means the affiliates, directors, officers, employees, contractors and agents of such person or entity.

(f) “SEC” means the U.S. Securities and Exchange Commission.

(g) “TRF” means the FINRA/NYSE Trade Reporting Facility or such other trade reporting facility as PDQ may utilize from time to time.

2. Term and Termination. This Agreement shall be effective upon the Effective Date and shall remain in effect until terminated by either party, with or without cause, upon 30 days’ prior written notice to the other party, except that in the event of a breach of this Agreement by Liquidity Provider, PDQ may terminate this Agreement immediately. The parties’ respective

rights and obligations relating to transactions incurred prior to termination of this Agreement shall survive such termination.

3. Use of PDQ System.

(a) Subject to the terms and conditions of this Agreement, PDQ grants to Liquidity Provider a personal, limited, revocable, non-exclusive, non-assignable and non-sublicenseable license to use the PDQ System pursuant to the terms of this Agreement. Subject to the terms hereof, Liquidity Provider is authorized to: (i) maintain LPP’s within, or which may interact with, the PDQ System, (ii) communicate with the PDQ System as described in the PDQ System Documentation, (iii) maintain a data connection to the PDQ System (whether VPN circuit, leased line or direct connection), and (iv) otherwise participate as a liquidity provider for the PDQ System as described in the PDQ System Documentation from time to time. Liquidity Provider shall not obscure, alter or attempt to hide any copyright or other identifying information on or in any component of the PDQ System. Liquidity Provider is bound by, and will comply with, the various legends, disclaimers, terms and conditions and restrictions displayed on or linked to the PDQ System.

(b) In order for Liquidity Provider’s LPP’s to communicate with the PDQ System, Liquidity Provider will determine whether to (i) locate its own computer server at the PDQ System facility, (ii) have its LPP’s hosted on computer equipment owned or controlled by, and maintained by, PDQ or PDQ’s third-party providers (the “Hosted Server Service”), and/or (iii) maintain its LPP’s outside the PDQ System facilities with respect to a symbol-only interface to the PDQ System. In the absence of at least 45 days’ advance written notice from Liquidity Provider that it desires to use the Hosted Server Service, Liquidity Provider at all times shall use its own computer equipment, to be located at the PDQ System facilities, to maintain its LPP’s and connect to the PDQ System.

(c) The PDQ System is designed to prevent the transmission of full order information outside of the PDQ System environment. Therefore, Liquidity Provider shall transmit only messages that are pre-defined and pre-approved by PDQ outside the PDQ System environment, and agrees not to attempt to circumvent the PDQ System firewall or to send messages through the firewall that are not of a type and purpose that has been pre-defined or pre-approved by PDQ.

(d) Whenever Liquidity Provider's LPP's cause the PDQ System to generate a Liquidity Provider securities order Liquidity Provider authorizes PDQ to cross such order with other orders within the PDQ System, print the trade to the TRF, and select the TRF to which orders executed within the PDQ System shall be printed. All orders submitted to the PDQ System must have a properly issued, registered and valid Market Participant Identifier.

(e) Liquidity Provider agrees that it is Liquidity Provider's obligation, in connection with each of its securities transactions effected with the PDQ System, to ensure the timely delivery of the subject securities and/or funds as well as any required remittance of interest, dividend payments and/or other distributions. Liquidity Provider will promptly notify PDQ in writing of any material change in or to Liquidity Provider's clearing arrangements. PDQ retains the right to break any trade without liability to Liquidity Provider or its customers if, in PDQ's sole and reasonable discretion, such action is warranted including reasons relating to legal, operational or regulatory concerns, and PDQ agrees to notify Liquidity Provider of any such action as soon as commercially practicable.

(f) Liquidity Provider acknowledges that the PDQ System is acting as a passive order routing and execution system. Liquidity Provider agrees that PDQ will not make any independent best execution determination, as that term is customarily applied and as those duties are customarily recognized under federal and state laws, rules and regulations that govern such duty and/or any rules or regulations of any applicable self-regulatory organizations.

(g) By using the PDQ System, Liquidity Provider agrees that PDQ may use the spawned order data generated by Liquidity Provider's LPP's within the PDQ System for any and all legitimate business purposes related to PDQ's operation of the PDQ System, including but not limited to the processing of orders, trade reporting, and the clearing and settling of transactions executed by the PDQ System.

(h) Liquidity Provider shall thoroughly test all software, interfaces, telecommunications and other connections between Liquidity Provider's equipment and systems to the PDQ System before using the PDQ System for any live trading. Liquidity Provider is solely responsible for providing and maintaining, at its own cost and expense, all necessary electronic communications with the PDQ System, including wiring, computer hardware, software, communication line access, and networking devices. Liquidity Provider will be solely responsible for any losses, damages or costs that Liquidity Provider may incur as a result of errors made by, or the failure of any software, equipment, telecommunications lines or third

party or proprietary systems that Liquidity Provider uses to access the PDQ System.

(i) PDQ is providing the PDQ System to Liquidity Provider only for its internal use as provided herein, and only for the purposes and subject to the terms of this Agreement. Liquidity Provider shall not sell, lease or otherwise provide access to the PDQ System to any third party, nor act as a service bureau or otherwise use the PDQ System on behalf of any third party, provided that Liquidity Provider shall be permitted to use the PDQ System on behalf of Liquidity Provider's customers, although Liquidity Provider's customers shall not be permitted to have direct access to the PDQ System unless the customer is a party to a PDQ Sponsored Participant Agreement - Liquidity Provider.

(j) Liquidity Provider acknowledges that all proprietary and intellectual property rights in and to the PDQ System and the PDQ System Documentation, and the data captured by or transmitted through the PDQ System, are owned by PDQ and its affiliates and that Liquidity Provider receives no intellectual property rights or other rights therein except those specifically set forth in this Agreement. Liquidity Provider will not violate, jeopardize or impair the proprietary or intellectual property rights of PDQ in the PDQ System or the PDQ System Documentation, and shall comply with PDQ's reasonable requests to protect PDQ's contractual, statutory and common law rights therein. If Liquidity Provider becomes aware of any violation or threatened violation of PDQ's proprietary or intellectual property rights in the PDQ System or the PDQ System Documentation, Liquidity Provider will notify PDQ in writing.

(k) Liquidity Provider shall limit access to the PDQ System to its Representatives who need such access to perform their duties for Liquidity Provider. Liquidity Provider may access the PDQ System only through one or more passwords or other access methods ("Access Methods"). Liquidity Provider is solely responsible for ensuring that its Access Methods are known to and used by only those users that Liquidity Provider authorizes. Liquidity Provider shall be responsible for the actions of any persons, authorized or unauthorized, who gain access to the PDQ System through Liquidity Provider. Liquidity Provider will immediately notify PDQ of any unauthorized use of the PDQ System. Liquidity Provider will be: (i) solely responsible for all acts or omissions of any person using the PDQ System through Liquidity Provider; and (ii) bound to clear and settle all transactions executed and effected on behalf of Liquidity Provider resulting from interaction with the PDQ System through Liquidity Provider.

(l) If Liquidity Provider's Access Methods have been lost, stolen or compromised, Liquidity Provider will

promptly notify PDQ. Upon receipt of this notice, PDQ will terminate Liquidity Provider's Access Methods provided that Liquidity Provider will remain responsible for any actions taken through the use of Liquidity Provider's Access Methods before they are terminated by PDQ. In PDQ's sole discretion, PDQ may terminate, revoke, suspend, modify, or change any or all of Liquidity Provider's Access Methods at any time with or without prior notice; however, PDQ shall endeavor to provide prior notice to the extent practicable.

(m) Liquidity Provider acknowledges and agrees that PDQ provides no tax, legal or investment advice of any kind, nor does PDQ provide Liquidity Provider or its customers any advice or offer any opinion with respect to the nature, potential value, or suitability of any particular securities transaction or investment strategy. Any investment decisions Liquidity Provider makes will be based solely on Liquidity Provider's own evaluation of its and its customers' financial circumstances and investment objectives.

(n) Liquidity Provider (i) agrees to the terms of the PDQ Clearly Erroneous Trade Policy (set forth on the PDQ website), as may be amended from time to time, and (ii) shall comply with such policy in each event Liquidity Provider desires to dispute a trade resulting from an erroneous order executed via the PDQ System.

(o) Liquidity Provider agrees to the terms of the PDQ Anti-Money Laundering Policy (set forth on the PDQ website), as may be amended from time to time to comply with applicable law.

4. LP Equipment.

(a) Unless Liquidity Provider is using the Hosted Server Service or is limiting its access to the PDQ System to a symbol-only interface, Liquidity Provider shall, at its own expense, supply its own computer hardware meeting the specifications for inter-operability with the PDQ System ("LP Equipment") which shall be co-located at PDQ facilities. The Liquidity Provider will pay co-location fees as set forth on Schedule 1. The parties will cooperate to have the LP Equipment connected to the PDQ System, in conformity with the PDQ System Documentation. Liquidity Provider shall be responsible to pay for all costs and professional services required to deliver, install, connect and test the LP Equipment. Such LP Equipment shall remain the sole and exclusive property of Liquidity Provider which shall be housed and operated from the PDQ System facilities.

(b) Overall responsibility for the LP Equipment maintenance, support and repair shall remain with the Liquidity Provider. The Liquidity Provider shall be responsible for contacting and coordinating with its maintenance contractors and shall supervise their performing corrective maintenance on the LP

Equipment. PDQ shall allow access to the LP Equipment by Liquidity Provider or its contractors upon reasonable prior notice during normal business hours, and only when accompanied by PDQ personnel. Liquidity Provider and its contractors shall not access, connect to, interfere with, monitor or otherwise interact with any equipment other than its own LP Equipment, and Liquidity Provider shall be responsible for any acts or omissions of its contractors.

(c) PDQ acknowledges that it obtains no ownership rights in or to the LP Equipment, any LPP's or Liquidity Provider data and/or information contained thereon.

(d) Liquidity Provider shall have sole responsibility for making backups of the data on the LP Equipment, for backup software and all hardware. Liquidity Provider shall also be solely responsible for keeping the LP Equipment free of computer viruses, and agrees to use commercially reasonable virus-detection software on the LP Equipment before connecting it to the PDQ System and otherwise as reasonably instructed by PDQ.

(e) Under normal circumstances PDQ will not be supporting or providing maintenance for the LP Equipment; however, in the event Liquidity Provider requests PDQ to provide support for its computer servers located at PDQ, Liquidity Provider agrees to pay PDQ for such support at the professional services rates set forth on Schedule 1.

5. Hosted Server Service.

(a) If Liquidity Provider elects to use the Hosted Server Service, PDQ will host Liquidity Provider's LPP's on a computer server owned or controlled by PDQ. Liquidity Provider will cooperate with PDQ for the purpose of establishing the LPP's on the server, in conformity with the PDQ System Documentation. PDQ acknowledges that it obtains no ownership rights in or to the LPP's or Liquidity Provider's data. PDQ shall have responsibility for the maintenance, support and repair of equipment used for the Hosted Server Service.

(b) Liquidity Provider agrees to pay PDQ for the Hosted Server Service according to the fee schedule set forth on Schedule 1. Liquidity Provider shall be responsible for and shall pay its providers directly for Liquidity Provider's telecommunications connections to the PDQ System.

6. Confidentiality. Without the prior written consent of the other party, neither party will (i) use the name of the other party (or its Representatives) or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof in advertising, publicity, or otherwise; (ii) represent (directly or indirectly) that any product or any service

provided by the party has been approved or endorsed by the other; or (iii) except as required by legal, regulatory or self-regulatory process, disclose the terms of this Agreement to any third party, including disclosure by Liquidity Provider of the rebates, commissions, fees, costs and expenses. PDQ will not disclose the identity of Liquidity Provider, or Liquidity Provider's order or transaction-related information, to any third parties in connection with Liquidity Provider's activities within the PDQ System except as required by court order or a regulatory or self-regulatory agency, or to facilitate the clearance and settlement of a trade, or with written permission of Liquidity Provider. Except as required by legal, regulatory or self-regulatory process, PDQ will not use for any purpose other than the purposes contemplated hereunder, nor disclose to third parties, Liquidity Provider's LPP's. Liquidity Provider will not use for any purpose other than the purposes contemplated hereunder, nor disclose to third parties, the PDQ System or the PDQ System Documentation.

7. Representations, Warranties and Covenants.

(a) Liquidity Provider represents and warrants to and covenants with PDQ that Liquidity Provider: (i) is and will be, during the term of this Agreement, in compliance with all applicable laws, rules and regulations and the policies and practices of the SEC, FINRA, securities exchanges, clearinghouses, alternative trading systems, and self-regulatory organizations, the PDQ System Documentation, and this Agreement, as may be amended from time to time; (ii) has full authority to enter into this Agreement; (iii) has all consents, rights, authority, and has taken all actions necessary, to use the PDQ System for execution of transactions on behalf of its customers; (iv) is duly registered with the SEC as a broker-dealer and, at all times it utilizes the PDQ System, will remain a registered broker-dealer; (v) is a member of FINRA and/or another governing self-regulatory organization, and at all times that it utilizes the PDQ System, will remain a member of FINRA and/or another governing self-regulatory organization; (vi) is in compliance with the SEC's net capital rule, has maintained net capital compliance for at least six months immediately preceding its application with PDQ, and will immediately cease using the PDQ System in the event of any apparent net capital violation; (vii) has the duty to supervise its Representatives' trading activities including monitoring of short sale transactions, margin transactions, market-on-close transactions and limit-on-close transactions, and compliance with all rules and regulations governing same.

(b) PDQ represents and warrants to Liquidity Provider that it has: (i) all rights, authority and licenses to provide the PDQ System to Liquidity Provider as set forth herein; and (ii) full authority to enter into this Agreement.

(c) EXCEPT AS SET FORTH IN SECTION 7(b), LIQUIDITY PROVIDER'S USE OF THE PDQ SYSTEM IS AT LIQUIDITY PROVIDER'S SOLE RISK, AND THE PDQ SYSTEM AND ANY SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. PDQ MAKES NO REPRESENTATION OR WARRANTY THAT THE PDQ SYSTEM, ANY SERVICES PROVIDED HEREUNDER, OR ANY ORDERS, INFORMATION, REPORTS, MATERIALS OR SERVICES OBTAINED FROM OR GENERATED BY THE PDQ SYSTEM, WILL MEET LIQUIDITY PROVIDER'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, COMPLETE, ACCURATE OR FREE FROM ERROR OR DEFECT. PDQ MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO THE COMPUTER EQUIPMENT USED OR PROVIDED BY PDQ, INCLUDING, WITHOUT LIMITATION, THE FAULT TOLERANCE OF THE SYSTEM. PDQ DOES NOT WARRANT THAT ANY EXECUTION WILL OCCUR AS A RESULT OF SUCH ORDER HAVING BEEN GENERATED, OR THAT, IF EXECUTED, ANY PRICE IMPROVEMENT WILL HAVE BEEN ATTAINED BY GENERATING THE ORDER THROUGH THE PDQ SYSTEM.

8. Orders and Cancellations. Order cancellation requests are not guaranteed and a Liquidity Provider order will be cancelled only if Liquidity Provider's request is received by the PDQ System before the order is executed. Liquidity Provider agrees it shall not assume that an order is cancelled or executed unless Liquidity Provider has received a confirmation to that effect from PDQ. Liquidity Provider acknowledges that reports are occasionally late, and that Liquidity Provider's orders, cancellations, and executions may be affected by such late reports even though previously unreported to Liquidity Provider or reported to Liquidity Provider as being cancelled, expired or executed. Liquidity Provider agrees that any reporting, posting, or confirmation errors, including errors in execution prices, will be corrected to reflect what actually occurred in the marketplace.

9. Fees, Charges and Rebates.

(a) Liquidity Provider shall pay to PDQ all of the fees and charges in the amounts and at the times set forth in Schedule 1. PDQ may change the fees set forth in Schedule 1 on 48 hours prior notice to Liquidity Provider. Liquidity Provider will also remit to PDQ any Nasdaq, NYSE or other applicable exchange charges or

regulatory fees that may be incurred by PDQ on its behalf. Liquidity Provider shall pay the amount specified in an invoice within 30 days of receipt (the "Due Date"). All amounts not paid by the Due Date shall accrue interest from the Due Date at the lower of the highest lawful rate or 1.5% per month. In the event of collection enforcement, Liquidity Provider shall be liable for any costs associated with such collection, including attorneys' fees, court costs and collection agency fees. Liquidity Provider agrees that, upon five days' prior written notice, PDQ may deactivate Liquidity Provider's access to the PDQ System if Liquidity Provider shall have failed to pay any fees owed to PDQ as of the applicable Due Date. Liquidity Provider shall pay all applicable federal, state and local fees and taxes (except income taxes of PDQ and its affiliates) relating to Liquidity Provider's use of the PDQ System and Liquidity Provider's securities trading activities.

(b) PDQ shall pay Liquidity Provider all rebates in the amounts and at the times set forth in Schedule 1. PDQ shall pay rebate amounts within 30 days of the last trading day of the previous month.

10. Limitation of Liability.

(a) EXCEPT IN THE EVENT OF (I) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (II) A VIOLATION OF THE CONFIDENTIALITY PROVISIONS HEREIN, OR (III) A VIOLATION BY LIQUIDITY PROVIDER OF THE INTELLECTUAL PROPERTY RIGHTS OF PDQ, NEITHER PARTY NOR ITS REPRESENTATIVES SHALL BE LIABLE TO THE OTHER PARTY OR ITS CUSTOMERS FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL LOSS OR DAMAGE OF ANY NATURE ARISING OUT OF OR RELATING TO THE FURNISHING, PERFORMANCE, MAINTENANCE, OR USE OF, OR INABILITY TO USE, THE PDQ SYSTEM REGARDLESS OF THE FORM OF ACTION (INCLUDING NEGLIGENCE OR STRICT LIABILITY), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT IN THE EVENT OF PDQ'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PDQ AND ITS REPRESENTATIVES SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR (I) ANY ERROR BY LIQUIDITY PROVIDER IN INPUTTING ANY DATA OR ORDER INTO THE PDQ SYSTEM OR IN DEVELOPING OR UTILIZING A LPP, (II) REJECTION OF ANY ORDER BY THE PDQ SYSTEM, (III) THE ACTS OR OMISSIONS OF ANY THIRD PARTIES, (IV) ANY ERROR BY ANY OTHER CAUSE OUTSIDE PDQ'S DIRECT CONTROL, OR (V) ANY LOSS OF OR DAMAGE TO

THE LP EQUIPMENT. NEITHER LIQUIDITY PROVIDER NOR ITS CUSTOMERS WILL HAVE ANY CLAIM AGAINST PDQ FOR ORDERS SUBMITTED TO THE PDQ SYSTEM WHICH FAIL TO EXECUTE OR EXECUTE AT A PRICE OR PRICES THAT DIFFER FROM HOW THE ORDER WOULD HAVE EXECUTED IF SUCH ORDER HAD NOT BEEN DIRECTED THROUGH THE PDQ SYSTEM, REGARDLESS OF THE CAUSE OR THE THEORY OF LIABILITY.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, LIQUIDITY PROVIDER AGREES THAT PDQ'S AND ITS REPRESENTATIVES' AGGREGATE LIABILITY ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) OR IN ANY WAY CONNECTED TO LIQUIDITY PROVIDER'S USE OF THE PDQ SYSTEM WILL NOT EXCEED THE AMOUNT OF PROFIT PDQ RECEIVED ON THE SPECIFIC TRANSACTION GIVING RISE TO SUCH LEGAL CLAIM, EXCEPT IN THE EVENT OF PDQ'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND EXCEPT THAT THE FOREGOING SHALL NOT LIMIT PDQ'S INDEMNIFICATION OBLIGATION UNDER SECTION 11(b).

11. Indemnification.

(a) Liquidity Provider shall defend, hold harmless and indemnify PDQ and its Representatives from and against any expenses, costs, damages, claims, demands, proceedings, actions and liabilities (including reasonable attorney's fees) resulting from, in connection with, or arising out of, Liquidity Provider's use of, or inability to use, the PDQ System, or any information or data produced by PDQ in connection with the PDQ System, including: (i) any breaches of the security of the PDQ System (including any access or entry into any of PDQ's other systems not covered by this Agreement); (ii) any losses claimed by Liquidity Provider's customers, including claims that a trade was not suitable for or not authorized by such customer; and (iii) any claims caused directly or indirectly by Liquidity Provider, except to the extent caused by PDQ's gross negligence or willful misconduct.

(b) PDQ shall defend, hold harmless and indemnify Liquidity Provider and its Representatives from and against any expenses, costs, damages, claims, demands, proceedings, actions and liabilities (including reasonable attorney's fees) resulting from, in connection with, or arising out of, in connection with, or arising out of any third party claim that the PDQ System infringes any copyright, patent, trademark, trade secret or other intellectual property right.

12. Notices. All notices required or permitted to be given hereunder shall be in writing and delivered to the party at its address specified on the signature page of this Agreement or to any other address which a party designates in writing after the date of this Agreement, and shall be effective upon receipt.

13. General.

(a) Client acknowledges that it entered into this Agreement without inducement by any representation or warranty not set forth in this Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all existing and all other oral, written or other communications between the parties concerning this subject matter. This Agreement may be modified only by a subsequent writing signed by both parties.

(b) Neither party may assign the Agreement without the other party's prior written consent. However, PDQ may assign this Agreement to any entity (i) controlling, controlled by, or under common control with PDQ, or (ii) which succeeds to all or substantially all of PDQ's assets and business.

(c) If any provision of this Agreement (or any portion thereof) is invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement will not be affected or impaired.

(d) Where any form of the word "including" appears in this Agreement, it will be interpreted as if followed by the phrase "without limitation".

(e) The headings in this Agreement are intended for convenience of reference and will not affect interpretation.

(f) Each party acknowledges that a breach of any provision of Sections 3 or 6 of this Agreement will cause the other irreparable injury and damage. Therefore, injunctive relief may be sought in addition to any other rights and remedies which may be available to the party at law or in equity.

(g) Liquidity Provider agrees to cooperate with any reasonable request PDQ may make in order to respond to any inquiries made by exchanges or other regulatory, self-regulatory or governmental authorities in connection with the PDQ System.

(h) This Agreement is deemed entered into in New York, New York and will be governed and construed in all respects by the laws of the State of New York. Any litigation or other dispute resolution between the parties relating to this Agreement will take place only in New York County, New York. The parties consent to personal jurisdiction of and venue in the state and federal courts within that county.

(i) Sections 2, 6, 9, 10 and 11 will survive the termination of this Agreement.

Accepted and agreed this _____ day of _____, 20__.

PDQ:

PDQ ATS, INC.
2624 Patriot Boulevard
Glenview, IL 60026
FAX: 224-521-2720

By _____

Name _____

Title _____

Liquidity Provider:

Address: _____

FAX: _____

By _____

Name _____

Title _____