

**24X NATIONAL EXCHANGE LLC
SERVICE BUREAU APPLICATION AND AGREEMENTS**

SERVICE BUREAU INFORMATION		
Firm:		
Address:		
City:	State:	Zip:
BILLING ADDRESS (if different from above)		
Address:		
City:	State:	Zip:
BUSINESS CONTACT	TECHNICAL CONTACT	BILLING CONTACT
Name:	Name:	Name:
Email:	Email:	Email:
Phone:	Phone:	Phone:

ACCOUNT ADMINISTRATORS	
<p>A Service Bureau must designate an Account Administrator who will be authorized to grant permission and user access within the 24X National Exchange (“Exchange”) Platform. More than one Account Administrator may be designated, and there is no maximum number of Account Administrators allowed per Service Bureau. Account Administrators will be able to grant access to tools within the Platform including, but not limited to, historical market data subscriptions, logical port requests, modify or delete forms, physical connection request forms, invoices and billing files.</p>	
(Required) Name:	Title:
Email:	Phone:
(Additional) Name:	Title:
Email:	Phone:

CONNECTIVITY
<p>Which one of the following connectivity options will you use?</p> <p> <input type="checkbox"/> Cross Connect* <input type="checkbox"/> Extranet: _____ <input type="checkbox"/> Private-Line Ethernet </p> <p> What connection types are you requesting? <input type="checkbox"/> Certification <input type="checkbox"/> Production </p> <p><small>*If requesting a cross connect, a Connectivity Services Agreement is also required.</small></p>

AUTHORIZATION	
<p>This form is governed by all of the terms and conditions set forth in the Service Bureau Application and Agreement. The Account Administrators listed above are the only individuals authorized to order or update services at the Exchange on behalf of the Service Bureau. Please contact the Exchange at [INSERT PHONE] or [INSERT EMAIL] to add or delete authorized contacts.</p> <p>The Exchange provides a best effort attempt to cancel all open orders from a Member or Service Bureau upon a communications disconnect. There is no guarantee that the automatic-cancel feature provided by the Exchange will be free of errors or operate without interruption. By signing below, you agree and acknowledge that the Exchange is not liable or responsible in any way for any orders which may fail to be cancelled using the automatic-cancel feature. Members may call the Exchange at [INSERT] to request that all open orders be cancelled or to check the status of open orders.</p>	
Signature:	Printed Name:
Title:	Date:

**24X NATIONAL EXCHANGE LLC
SERVICE BUREAU PORT FEE AGREEMENT**

This Service Bureau Port Fee Agreement (the “Port Fee Agreement”), effective as of the date appearing below the signature of the Exchange to this Port Fee Agreement, is made by and between 24X National Exchange LLC (the “Exchange”) and the Authorized Service Bureau or Independent Software Vendor referenced below (the “Service Bureau”).

1. Rights of Service Bureau.

The Exchange has granted to the Service Bureau the non-exclusive and non-transferable right to act as the Authorized Service Bureau for one or more Members of the Exchange pursuant to one or more Service Bureau Agreements.

2. Exchange Users and Data Recipients.

If the Service Bureau has entered into a User Agreement with the Exchange (as may be amended or modified from time to time, the “User Agreement”), pursuant to which the Service Bureau has the right to access the Exchange to, among other things, submit orders to the Exchange, and/or has entered into a Data License Agreement with the Exchange (as may be amended or modified from time to time, the “Data Agreement”), pursuant to which the Service Bureau has the right to receive and redistribute data feeds, then this Agreement shall be deemed a supplement to such User Agreement and Data Agreement, and all terms and provisions of those agreements that are not expressly overridden by the terms and conditions of this Agreement shall be incorporated herein by reference.

3. Other Service Bureaus.

If the Service Bureau has not entered into a User Agreement or Data Agreement, by signing this Agreement, Service Bureau has the right to access the Exchange to act as an Authorized Service Bureau only in conformity with the requirements described below.

4. Port Fees.

The Service Bureau agrees to make timely payment of fees charged for linking to Exchange (“Port Fees”) in order to act as an Authorized Service Bureau on behalf of one or more Members of the Exchange, as well as any applicable late fees for failure to make timely payment(s). Applicable Port Fee amounts shall be set forth in Exchange Rules and/or posted on the Exchange’s web site. Port Fees are payable within 30 days of invoice date. The Service Bureau will be solely responsible for all other telecommunications costs and all other expenses incurred in linking to, and maintaining its link to, the Exchange. Failure to make payments within 30 days from invoice date may result in suspension or termination of the Service Bureau Agreement(s) between the Exchange and the Service Bureau. Subject to applicable regulatory requirements, the Exchange reserves the right to change its fee schedule, including Port Fees applicable to Services Bureau, at any time and in its sole discretion. The Exchange will use commercially reasonable efforts to provide at least 30 days’ advance notice to the Service Bureau of any such change to Port Fees, except to the extent a situation arises which necessitates a change in Port Fees on an accelerated basis or which otherwise precludes such advance notice, or upon issuance of an order of a court, arbitrator or regulatory agency which precludes such advance notice.

5. Term and Termination.

This Agreement shall continue until it is terminated at any time on not less than 24 hours’ written notice given by either party to the other party. Notwithstanding the foregoing, this Agreement may be subject to earlier termination in accordance with its terms.

6. Miscellaneous.

(a) All notices or approvals required or permitted under this Agreement must be given in writing to the Exchange at [INSERT ADDRESS] or to the Service Bureau at its last reported principal office address, unless the Service Bureau designates a different address in writing to the Exchange.

(b) This Agreement constitutes the sole and entire agreement of the parties and supersedes all prior or contemporaneous understandings, agreements, representations or warranties, either oral and written, with respect to the Agreement's subject matter; however, execution of this Agreement does not in any way affect the enforceability of any previously executed Service Bureau Agreement entered into by and among the Exchange, the Service Bureau and a Member of the Exchange.

(c) Any waiver of or modification to any provision of this Agreement will not be effective unless executed in writing and signed by the other party. This Agreement will bind each party's successors-in-interest. The Service Bureau may not assign this Agreement (including by operation of law) without the prior written consent of the Exchange; provided, however, that the Exchange shall not unreasonably withhold such consent.

(d) This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the provisions, policies or principles of any state law relating to choice or conflict of laws. Both parties submit to the jurisdiction of state and federal courts in and for the State of New York for the resolution of any dispute arising under this Agreement.

(e) If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule of law or otherwise, the remainder of this Agreement will not be affected and to that extent the provisions of this Agreement will be deemed to be severable. If any court of competent jurisdiction shall deem any provision of this Agreement too restrictive, the other provisions hereof shall stand, and the court shall modify the provisions at issue to the point of greatest restriction permissible by law.

(f) This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which, when taken together, shall be considered one agreement.

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

Service Bureau: _____ 24X National Exchange LLC

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____

**24X NATIONAL EXCHANGE LLC
SERVICE BUREAU AGREEMENT**

This Service Bureau Agreement (the “Service Bureau Agreement”), effective as of the date appearing below the signature of the Exchange to this Agreement, is by and among 24X National Exchange LLC (the “Exchange”), the Member of the Exchange designated below (the “Member”), and the Authorized Service Bureau designated below (the “Service Bureau”).

1. The Service Bureau acknowledges that it is a party to a Service Bureau Port Fee Agreement with the Exchange.
2. This Agreement authorizes the Service Bureau to route orders and any modifications thereto to the Exchange on behalf of the Member.
3. By executing this Agreement, the undersigned Member agrees that it is responsible for all orders using its MPID/EFID (or other valid mnemonic) entered on the Exchange through or by the Service Bureau. The Member also agrees to accept and honor all trades executed on the Exchange resulting from orders routed to the Exchange through or by the Service Bureau using the Member’s mnemonic, regardless of whether such orders were provided to the Exchange in error by the Service Bureau.
4. The Member understands and agrees that it is the Member’s sole responsibility to immediately notify the Exchange in the event that it wishes to terminate this Agreement.
5. This Agreement shall continue until it is terminated at any time on not less than 24 hours’ written notice given by either party to the other. Notwithstanding the foregoing, this Agreement may be subject to earlier termination in accordance with its terms.
6. This Agreement shall be governed by the laws of the state of New York without regard to its choice of law provisions.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SERVICE BUREAU AGREEMENT.

Service Bureau:

Member:

24X National Exchange:

Signature

Signature

Signature

Printed Name

Printed Name

Printed Name

Title (must be an officer)

Title (must be an officer)

Title (must be an officer)

Name of Service Bureau

Name of Member Firm

Date

Service Bureau Contact

MPID or EFID of Member

Email Address of Contact Person