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OATS REPORTING AGENT TRANSMISSION AGREEMENT

NASD Rules indicate that any NASD Member, who is a Reporting Member, may, by written agreement, make arrangements with a Reporting Agent to generate and transmit Reportable Order Events (“ROEs”) on behalf of the Member to the Order Audit Trail System (“OATS”). NASD Rules further stipulate that any such agreement, in order to effect full compliance on the part of the Member with the requirements of the Rules governing OATS, shall delineate therein the functions and responsibilities of each party thereto and shall be signed by the same. Therefore, as a principal of the Member, please sign in the space provided below as evidence of your acceptance to the following terms and conditions (the “Agreement”).

1. As used in the Agreement, (i) the terms “we”, “our”, “us” or “Reporting Agent” mean Sutton Consulting Group Inc, our affiliates, and our and their officers, directors and employees; (ii) the term “our System” means our “HTXPro” System, OATS reporting systems, any successor, supplemental or similar system from time to time introduced by us, and any hardware, software, communications facilities, common carrier and network facilities that are used in or by or that link any of the foregoing; and (iv) the terms “you”, “your” or “Member” mean the NASD Member, who is the Reporting Member to the Agreement.
2. You have requested us to generate and transmit ROEs to OATS on your behalf. We will make such ROEs on your behalf based upon information reflected in our System regarding the orders handled through us and/or the order information that you input into and/or arrange to be input into our System. Notwithstanding the foregoing, we will not be responsible for, and you will be solely responsible for, the presence, accuracy and completeness of any and/or all information required by the Rules governing OATS that relate to these events that are handled through us and those events, which are not.
3. We: (a) represent that we are familiar with the Rules governing OATS and the OATS Reporting Technical Specifications (“Specifications”) published by the NASD; (b) represent that we are a registered Order Sending Organization (“OSO”) with the NASD (c) represent that we have completed and/or will complete testing, as prescribed by OATS; (d) agree to generate and transmit ROEs to OATS in compliance with the Rules governing OATS and the Specifications, including any subsequent modifications thereto; (e) agree that any and all ROEs prepared on your behalf and maintained by us are your property, which shall be surrendered promptly upon your request, except as may be required by applicable law, rule or regulation; (f) agree to permit examination of any ROEs prepared on your behalf and maintained by us at any time or from time to time during business hours by representatives of NASD, its designee, and/or any other governmental, legal or regulatory body with jurisdiction and to promptly furnish to the same true, correct, complete and current copies of any and/or all and/or any part of these records; (g) have processes and procedures reasonably designed to promote compliance for the Member with Rules governing OATS; and (h) agree to promptly notify you upon the occurrence of any event, including physical damage to our facilities or legal proceedings involving us, that would materially affect our ability to generate and transmit ROEs to OATS on your behalf.
4. We will send any ROEs that we maintain on your behalf to you or such other destination as you designate, in each case, at your expense, in the event that we are unable or unwilling to provide for the storage of these records.
5. You acknowledge and agree that (a) this Agreement and our performance hereunder does not relieve you of your primary responsibilities under the Rules governing OATS; (b) you shall have written procedures in place to ensure compliance with the same, including the determination that information reported on your behalf is timely, accurate and complete and (c) you shall promptly correct, delete and/or repair any such information that is not accurate and complete.

6. We may modify any aspect of or limit or terminate the services provided hereunder or any applicable charges or fees associated therewith at any time.

7. You shall be responsible for, and shall promptly pay upon demand, all Sutton Consulting Group Inc.'s fees, charges, costs, taxes and penalties relating to the services provided hereunder, without any deduction, withholding or offset of any kind.

8. Except to the extent expressly provided above, we hereby expressly disclaim all warranties, guaranties, conditions, covenants and representations relating to the services provided hereunder or our System, including, but limited to, any reliant to marketability, fitness for a particular purpose, title, non-infringement, accuracy or other attributes, whether express or implied, oral or written, or from a course of dealing or usage of trade. You agree to release and discharge us from any and all responsibility and liability for any loss, cost, claim or damage (including, but not limited to, direct, indirect or consequential damages or lost profits) arising out of or otherwise relating to the services to be provided by us hereunder or our System or any malfunction of failure thereof.

9. You agree to indemnify and hold Sutton Consulting Group, Inc. harmless against any and all costs, expenses, losses, liabilities, obligations, damages, penalties, to which Sutton Consulting Group, Inc. becomes subject, including but not limited to, reasonable legal and other professional fees incurred in investigating, defending or appealing pending or threatened claims, actions, suits, proceedings, arbitrations, amounts paid in settlement thereof and amounts awarded there under (all of the foregoing collectively, "Expenses"), directly or indirectly arising out of or relating to the Agreement, the provision services hereunder or the use of our System, except such Expenses that result directly and primarily from our gross negligence or willful misconduct.

10. The rights and remedies of Sutton Consulting Group, Inc.'s and your obligations in the Agreement are cumulative and are in addition to the rights, remedies and obligations set forth in Sutton Consulting Group, Inc.'s Software Agreement (which, except to the extent, if any, that it conflicts with the Agreement, is hereby incorporated herein) and any electronic agreement between you and Sutton Consulting Group, Inc., as the same may be amended or supplemented from time to time. The provisions of the Agreement are irrevocable and shall survive the termination of services hereunder.

Member Firm – Name: _____ NASD MPID: _____

Member Firm - Principal Name & Title: _____

Member Firm - Principal Signature: _____

Date: _____

SCG Representative Name: _____

SCG Representative Signature: _____

Date: _____