



UTP PLAN SOFT DOLLAR BILLING

INSTRUCTIONS

- UTP Plan Administration requires that both the Payor and the Vendor follow the below instructions to initiate a Soft Dollar Billing Arrangement.

VENDOR/DATA FEED RECIPIENT INSTRUCTIONS: The Vendor/Data Feed Recipient should complete the following steps:

- Complete and sign the [UTP Plan Soft Dollar Billing Addendum](#)
- Submit the UTP Administration Soft Dollar Addendum to UTP Administration
- Sign the [UTP Plan Soft Dollar Billing Arrangement](#) and send to Payor.

PAYOR INSTRUCTIONS: The Payor should complete the following steps:

- Complete and sign the [UTP Plan Soft Dollar Billing Arrangement](#)
- Ensure the Vendor's signature is included
- Include references to Vendor and UTP Plan billing account number(s)
- Submit the UTP Plan Soft Dollar Billing Arrangement to UTP Plan Administration

SUBMISSION OF DOCUMENTS:

Please submit the documents to UTP Plan Administration in one of the following ways:

- **Email** the scanned documents to admin@utpplan.com
- **Mail** the documents to: UTP Administration Team
805 King Farm Boulevard
Rockville, MD 20850

Upon receipt of the documentation, UTP Plan Administration will return the appropriate documentation to the Payor and the Vendor. Nasdaq will then process the billing change request on behalf of the UTP Plan.

For UTP Administration use only:

- Soft Dollar Billing Arrangement – Nasdaq to countersign on behalf of the UTP Plan
- Soft Dollar Billing Arrangement - one countersigned copy returned to Vendor and Payor
- Soft Dollar Billing Arrangement - one countersigned to Contracts File
- Soft Dollar Billing Arrangement - one countersigned to Finance
- Reflect new Agreement in Merlin System
- Reflect new Billing Address in BIS as necessary

UTP PLAN SOFT DOLLAR BILLING ADDENDUM

This Nasdaq Soft Dollar Addendum ("Addendum") addends, as applicable, the Nasdaq Vendor Agreement and/or any other agreement for UTP Services by which UTP Information is received for external or internal distribution (each an "Agreement" and, collectively, the "Agreements") including any amendments and/or addendums thereto entered into between The Nasdaq Stock Market LLC, a Delaware corporation subject to regulation by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934 ("Act") whose principal place of business is located at One Liberty Plaza, 165 Broadway, New York, NY, 10006 (collectively, with its affiliates and subsidiaries "Nasdaq"), and Vendor as identified below. Unless otherwise set forth herein, all defined terms shall have the meaning set forth in the Nasdaq Vendor Agreement for UTP Services and/or any other Agreement, as applicable.

1. Payment/Applicability of Agreement

All payments for the Information provided to Vendor under an Agreement shall be paid by "Payor" as identified below. Vendor shall be liable for payment of those amounts owed to Nasdaq on behalf of the UTP Plan for the UTP Information provided to Vendor only to the extent permitted at any time by law, statute, rule, regulation or interpretation and said obligation, if permitted, shall survive the completion of performance or termination of an Agreement. Should the Information to Vendor under an Agreement be terminated and Vendor desires subsequently to receive the Information or any other service or product under another agreement, Vendor shall be liable to Nasdaq, on behalf of the UTP Plan, to the extent permitted at any time by law, statute, rule, regulation or interpretation, for any and all payments owed to UTP Administration under an Agreement prior to the commencement of any subsequent agreement. Notwithstanding the foregoing, Vendor acknowledges and agrees that all of the terms and conditions of an Agreement entered into by Vendor with UTP Administration are applicable to Vendor and that Vendor shall comply with all the other terms and conditions of the Agreement.

2. Section 28(e)

UTP Administration does not make any warranties or representations concerning the impact of Section 28(e) of the Securities Exchange Act of 1934 on this Addendum, or the arrangement set forth herein, or the legality of this Addendum, or the arrangement set forth herein, vis-a-vis said Section.

3. Termination

In addition to the grounds for termination provided in the Agreement, the Information to Vendor shall be terminated: (a) immediately, if Payor fails to pay all fees and other amounts due as a result of delivery of Information to Vendor; (b) as of the date referenced in any notice from Payor that it no longer desires to pay for Vendor's receipt of Information; or (c) for no cause, at UTP Administration's sole discretion, upon ten (10) days written notice to Payor. Nothing herein shall obligate Nasdaq, on behalf of the UTP Plan, to send any notices of termination (or copies of notice) either to Vendor or Payor.

4. Applicability of Agreement

In the event of any conflict between the provisions of this Addendum and the provisions of an Agreement, the provisions of this Addendum shall prevail.

5. Headings

Section headings are included for convenience and are not to be used to construe or interpret this Addendum.

In witness whereof, the parties hereto have caused this Addendum to be executed by their respective authorized officers:

Payor Firm Name: _____

Payor Firm Billing Address: _____

(City)

(State)

(Zip/Country Code)

<p>Vendor: _____ (PRINT NAME OF FIRM)</p> <p>By: _____ (SIGNATURE)</p> <p>Name of Signatory: _____ (PRINT NAME OF SIGNATORY)</p> <p>Title: _____ AUTHORIZED OFFICER</p>	<p>The Nasdaq Stock Market, LLC, on behalf of the Participants as the Administrator to the UTP Plan</p> <p>By: _____</p> <p>Name: _____</p> <p>Signed: _____</p> <p>Title: _____</p> <p>Date: _____, 20____</p>
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UTP PLAN SOFT DOLLAR BILLING ARRANGEMENT

This UTP Plan Soft Dollar Billing Arrangement (“Arrangement”) between The Vendor and Payor, as identified below, whereby Payor shall be liable for all payments due to the UTP Plan pursuant to the Nasdaq Vendor Agreement for UTP Services and/or any other agreement by which UTP Information is received for external or internal distribution, as may be amended, (each “an Agreement” and, collectively the “Agreements”) entered into by and between The Nasdaq Stock Market LLC on behalf of the UTP Plan and Vendor, as identified below.

Name of the Vendor: _____

The following UTP account numbers are covered by the terms of this Arrangement:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Nasdaq makes no warranties or representations concerning the impact of Section 28(e) of the Securities Exchange Act of 1934 on the execution by Vendor of the UTP Administration Agreements, as may be amended, on the arrangement set forth therein, on this Agreement or the Arrangement set forth herein or on the legality of any of the above items.

In addition to the grounds for termination of the Information to Vendor provided for the Agreements, the Information shall be terminated:

- (a) Immediately, if Payor fails to pay all fees and other amounts due as a result of the delivery of Information to Vendor; or,
- (b) As of the date referenced in any notice from Payor that it no longer desires to pay for Vendor’s receipt of the Information; or
- (c) For no cause, at UTP Administration’s sole discretion, upon ten (10) days written notice to Payor.

Nothing herein shall obligate UTP Administration to send notices of termination (or copies thereof) to either Payor or Vendor. Payor's payment obligations shall survive the completion of performance or termination of this Arrangement.

Your signature below shall constitute your agreement with the terms of this Arrangement.

Vendor: _____
(PRINT NAME OF FIRM)

Payor: _____
(PRINT NAME OF FIRM)

By: _____
(SIGNATURE)

By: _____
(SIGNATURE)

Name of Signatory: _____
(PRINT NAME OF SIGNATORY)

Name of Signatory: _____
(PRINT NAME OF SIGNATORY)

Title: _____
(AUTHORIZED OFFICER)

Title: _____
(AUTHORIZED OFFICER)

Date: _____, 20____

Date: _____, 20____

**The Nasdaq Stock Market, LLC, on behalf of the
Participants as the Administrator to the UTP Plan**

By: _____

Name: _____

Signed: _____

Title: _____

Date: _____, 20____