

Schedule A

This Schedule A shall be incorporated into the terms contained in the OTCBB Agreement ("Agreement") executed between _____ ("Broker-Dealer") and Archipelago Securities, L.L.C. ("Archipelago") dated ___/___/___ . In the event of a conflict between the terms contained in the Agreement and this Schedule A, the terms contained in this Schedule A shall govern and control.

Connection Equipment:

a. Connection Circuit:

T1 Line: DS3: Frame Relay: (Port ____ Cir ____) Extranet: _____

Primary: _____ Back-up _____

Archipelago NJ Data center Archipelago Chicago Data center

Broker-Dealer acknowledges and agrees that the installation is being done solely at User's election and request, and that User shall be liable for all use and/or misuse of the Connection Equipment and Circuits. All right title and interest to the Connection Equipment and Circuits shall remain with Archipelago and nothing herein shall be construed to vest in Broker-Dealer any rights to the Connection Equipment and Circuits beyond the rights expressly granted herein. Broker-Dealer agrees to provide Archipelago with access to its premises and the Connection Equipment and Circuits at the times and to the extent reasonably required by Archipelago to maintain the Connection Equipment and Circuits.

2. Location Address:

Name of Firm or Branch:

Street Address:

City, State, Zip:

Telephone Number (on site):

Technical Contact Person:

Contact Phone Number:

3. Term:

Initial Term : __ 1 year(s)

Renewal Term(s): __ year(s)

1 Circuit 2 Circuit 3 Circuit

4. Fees:

1 Router 1 Router 1 Router

FIX Application Set-up Fee (One Time)

One-time Connection Circuit installation charge (plus tax):

One-time Hardware Installation/Set-up ch

Monthly Communications Charge (plus tax):

Monthly charges will be due and payable within thirty (30) business days of the invoice date. If payment is not received by Archipelago on or before the forty fifth (45) business day following the invoice date, Archipelago reserves the right to suspend User's access to and use of the Connection Equipment and Circuits.

If the Agreement is terminated by Broker-Dealer prior to the end of the then current term for any reason, all amounts pertaining solely to the items listed in this Schedule A that would otherwise be owing by Broker-Dealer during the remainder of such term, including without limitation any Monthly Communication Charges set forth herein, shall immediately become due and payable to Archipelago, and Broker-Dealer hereby agrees to reimburse Archipelago for any out-of-pocket expenses incurred in connection with the removal of the Connection Equipment or the Circuits.

Upon termination or expiration of the Agreement, Broker-Dealer shall return at its own cost and expense all telecommunications equipment received pursuant to this Agreement and shall have no further rights or interest in said telecommunications equipment.

5. Changes: Ninety (90) days prior written notice is required by Archipelago for any change to above services.

6. Indemnity: Broker-Dealer agrees to defend, indemnify and hold Archipelago, its affiliates, directors, officers, shareholders, employees, representatives, and agents harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges, expenses and fees (including reasonable attorneys' fees and costs) arising out of any negligence or willful or reckless actions or misconduct of Broekr-Dealer, its employees, representatives or agents with respect to use of the Connection Equipment or the Circuits.

BROKER-DEALER

ARCHIPELAGO SECURITIES, L.L.C.

By: _____

By: _____

Print Name

Print Name

Title
Date: _____

Title
Date: _____