**INTER-BROKER AGREEMENT**

This Inter-broker Agreement (hereinafter the “**Agreement**”) is entered into on [●], by and between:

1. [●], a company organized and existing under the laws of [●], with registered office at [●], and unique registration number [●], represented by [●], as executing broker (hereinafter the “**Executing Broker**”); and
2. [●], a company organized and existing under the laws of [●], with registered office at [●], and unique registration number [●], represented by [●], as originating broker (hereinafter the “**Originating Broker**”).

The Executing Broker and the Originating Broker shall jointly be referred to as the “**Parties**”, and individually as the “**Party**”.

**WHEREAS**

* Executing Broker has entered into an Executing Broker Membership Agreement with SEE Link (as defined below) dated [●];
* Originating Broker has entered into an Originating Broker Membership Agreement with SEE Link (as defined below) dated [●];
* The Parties wish to enter into this Agreement in order to be able to receive the services from SEE Link under their respective Membership Agreement and in order to regulate the terms under which Executing Broker shall provide Originating Broker with brokerage and other services.

**NOW, THEREFORE, THE PARTIES HAVE AGREED** as follows:

**SECTION I DEFINITIONS AND SCOPE**

1. **DEFINITIONS AND INTERPRETATIONS**
   1. In this Agreement the following terms shall have the following meaning:

“**Business Day**” means any day, other than Saturday, Sunday or other day on which commercial banks in the city of Skopje, Republic of Macedonia are authorized or required by law to remain closed for business.

“**Client**” means any individual or legal entity that has concluded a brokerage services agreement with the Originating Broker.

“**Data**” means the Reference Data and the Market Data concerning securities traded on securities markets organized by the Local Exchange or concerning Transactions with such securities executed by the Executing Broker on the basis of this Agreement.

“**Data Feed Functionality**” means functionality of the System and any applicable software which shall allow the Originating Broker to receive, view and otherwise use the Data through such software.

“**Data Feed Service**” means a service to be provided by the Executing Broker to the Originating Broker under this Agreement which consists in making the Data available to the Originating Broker through the System and any applicable software provided by SEE Link.

“**Effective Date**” means the date that both Parties have signed this Agreement, as indicated on the signatures pages at the end of this Agreement.

“**Executing Broker Membership Agreement**” means the agreement between SEE Link and the Executing Broker setting out the terms and conditions under which SEE Link shall provide the Executing Broker with the possibility to receive Orders from the Originating Broker through the System and to send Execution Report to the Originating Broker through the System.

“**Execution Report**” means a report on the status of the execution of Order(s) and Transaction(s) sent by the Executing Broker to the Originating Broker through the System.

“**Individual Brokers**” shall have the meaning ascribed to this term in the Operational Rules.

“**Local Exchange**” means a legal entity that: (i) is based in the country of establishment of the Executing Broker; (ii) is a licensed stock exchange under the rules of the country of establishment of the Executing Broker; (iii) is a Participating Exchange that has concluded a Participation Agreement with SEE Link that is valid on the Effective Date of this Agreement; and (iv) has admitted the Executing Broker as its member.

“**Market Data**” means price and trade-related data concerning Transactions.

“**Member**” shall have the meaning ascribed to this term in the Operational Rules.

“**Membership Agreement**” means the agreement that each Party has concluded with SEE Link, as applicable, described in the preamble of this Agreement.

“**Order**” means an order placed through the System by the Originating Broker to the Executing Broker, under which the Executing Broker is to buy and/or sell securities admitted to trading on the securities markets organized by the Local Exchange on behalf of the Originating Broker or the Client.

“**Order Execution Service**” means a service to be provided by the Executing Broker to the Originating Broker under this Agreement which consists in executing Orders received from the Originating Broker through the System under the terms of this Agreement and the relevant trading rules of the Local Exchange, as further specified in Article 4 of this Agreement.

“**Operational Rules**” means the rules adopted by SEE Link that regulate which parties are eligible to receive the Service and the operational terms and conditions under which SEE Link shall provide the Service to eligible parties and under which such eligible parties shall use the System.

“**Originating Broker Membership Agreement**” means the agreement between SEE Link and the Originating Broker setting out the terms and conditions under which SEE Link shall provide the Originating Broker with the possibility to place Orders through the System.

“**Participating Exchange**” shall have the meaning ascribed to this term in the Operational Rules.

“**Participation Agreement**” shall have the meaning ascribed to this term in the Operational Rules.

“**Reference Data**” means detailed data concerning the securities that may be subject of Transactions.

“**SEE Link**” means the Company for software services SEE Link DOO Skopje, a limited liability company organized and existing under the laws of the Republic of Macedonia, with registered office at Street “Orce Nikolov” no.75, 1000 Skopje, Republic of Macedonia and unique registration number 6947751.

“**Other Services**” means any services, other than the Order Execution Service and the Data Feed Service, to be provided by Executing Broker to Originating Broker under this Agreement as specified in Schedule 1 of this Agreement.

“**Services Fees**” means the fees payable by Originating Broker to Executing Broker for the Order Execution Service, the Data Feed Service, and any Other Services, as applicable, provided by Executing Broker to Originating Broker under this Agreement, as specified in Schedule 2 of this Agreement.

“**Schedule**” means a schedule to this Agreement, as such schedule may be amended from time to time, which forms an integral part of this Agreement.

“**System**” means the computer software system for order routing, owned and maintained by SEE Link, that provides a structured and standardized, in technical and functional aspects, infrastructure that essentially enables eligible Members, i.e. their Individual Brokers, under the terms and conditions of the Operational Rules: (i) to give and/or receive orders to/from each other to buy and/or sell securities traded on the securities markets organized by the relevant Participating Exchanges on behalf of such Members and/or their clients; (ii) to give and/or receive reports on the status of execution of such orders and securities transactions before the relevant Participating Exchanges; and (iii) to receive real-time market data, reference data and other information from relevant Participating Exchanges concerning the securities markets organized by such Participating Exchanges.

“**Transaction**” means a transaction executed by the Executing Broker upon Order from the Originating Broker consisting in buying and/or selling securities on the securities markets organized by the Local Exchange.

* 1. In this Agreement:
     1. unless the context otherwise requires, words denoting the singular include the plural and vice versa;
     2. unless the context otherwise requires, a reference to a specified Article or Schedule shall be construed as a reference to that specified Article of, or Schedule to, this Agreement;
     3. the headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement; and
     4. any reference to "law" means any law (including, any common or customary law) and any treaty, constitution, statute, legislation, decree, normative act, rule, regulation, judgement, order, writ, injunction, determination, award or other legislative or administrative measure or judicial or arbitral decision in any jurisdiction which has the force of law or the compliance with which is in accordance with general practice in such jurisdiction.

1. **SCOPE OF AGREEMENT**
   1. Under the terms of this Agreement, the Originating Broker engages the Executing Broker and the Executing Broker agrees to provide the Originating Broker with the Order Execution Service, the Data Feed Service and any Other Services, as specified in Schedule 1 of this Agreement.

**SECTION II CONDITIONS PRECEDENT**

1. **CONDITIONS PRECEDENT**
   1. Each of the Parties agrees and undertakes to meet the conditions precedent stipulated in this Article, as they may apply to such Party, in order to achieve the purposes of this Agreement.
   2. The Parties acknowledge and agree that the provision of the Order Execution Service and the Data Feed Service is subject to the following conditions precedent:
      1. The Parties having delivered, within 5 (five) Business Days as the Effective Date of this Agreement, a joint notice to SEE Link that they have concluded this Agreement, accompanied by a copy of this Agreement full or a version thereof redacted in accordance with the terms of any Membership Agreement.
      2. SEE Link having activated the Data Feed Functionality and notified the Parties thereof in accordance with the terms of any Membership Agreement.
      3. *[The Parties may define further terms and conditions]*
   3. The Parties acknowledge and agree that the provision of the Other Services is subject to the following conditions precedent:
      1. *[The Parties are to define these terms and conditions]*

**SECTION III ORDER EXECUTION**

1. **ORDER EXECUTION SERVICE**
   1. The Parties expressly agree that the provision of the Order Execution Service is subject to the Operating Rules which they undertake to comply with.
   2. The Executing Broker is obliged to realize the Order placed in the System by the Originating Broker in accordance with the conditions under which such Order has been given, that is in the best interest of the Originating Broker and / or the Client on whose behalf the Originating Broker has placed the Order, and without any unnecessary delay of the realization of the Order, if the current conditions on the Local Exchange allow performance of the relevant Transaction.
   3. The Executing Broker shall perform the Transaction on behalf of the Originating Broker.
   4. *[The Parties are to define these terms and conditions]*
2. **SETTLEMENT OF TRANSACTIONS**
   1. *[The Parties to define these terms and conditions]*
3. **EXECUTING BROKER’S REPORTING OBLIGATIONS**
   1. Once the relevant Transaction has been performed, the Executing Broker shall be obliged to prepare and deliver to the Originating Broker, through the System, an Execution Report.
   2. *[The Parties are to define these terms and conditions]*
4. **EXECUTING BROKER’S RECORDKEEPING OBLIGATIONS**
   1. The Executing Broker shall be obliged to maintain records, in written form, of all Transactions which have been performed, as well as of all Transactions which have been cancelled or partially or entirely unsuccessful, made on the basis of the Orders which have been placed in the System by the Originating Broker. The Executing Broker shall be obliged, upon a request of the Originating Broker, to provide a copy of such records to the Originating Broker.
   2. *[The Parties are to define these terms and conditions]*
5. **FEES FOR ORDER EXECUTION SERVICE**
   1. The Originating Broker agrees to pay the Executing Broker such fees for the Order Execution Service as stipulated in Schedule 2 of this Agreement.
   2. *[The Parties are to define these terms and conditions]*
6. **TERMINATION OF ORDER EXECUTION SERVICE**
   1. The Order Execution Service shall terminate:
      1. If the Membership Agreement that the Originating Broker has concluded with SEE Link is terminated for any reason, upon such termination;
      2. If the Membership Agreement that the Executing Broker has concluded with SEE Link is terminated for any reason, upon such termination;
      3. If this Agreement in whole is terminated for any reason, upon such termination.

**SECTION IV DATA FEED**

1. **DATA FEED SERVICE**
   1. The Parties expressly agree that the provision of the Data Feed Service is subject to the Operating Rules which they undertake to comply with.
   2. Originating Broker expressly acknowledges that the Data shall be delivered to the Originating Broker through the System by SEE Link on behalf of the Executing Broker.
2. **RIGHTS TO DATA**
   1. *[The Parties are to define these terms and conditions, especially having in mind the terms under which the Local Exchange disseminates such data and the terms of the agreement that the Executing Broker has concluded with the Local Exchange with respect to the Data]*
3. **FEES FOR DATA FEED SERVICE**
   1. The Originating Broker agrees to pay the Executing Broker such fees for the Data Feed Service as stipulated in Schedule 2 of this Agreement.
   2. *[The Parties are to define these terms and conditions]*
4. **TERMINATION OF DATA FEED SERVICE**
   1. The Parties agree and acknowledge that any termination of the Order Execution Service in accordance with Article 9 of this Agreement shall automatically lead to termination of the Data Feed Service.

**SECTION V OTHER SERVICES**

1. **OTHER SERVICES**
   1. The Originating Broker engages the Executing Broker and the Executing Broker agrees to provide the Originating Broker with such Other Services as specified in Schedule 1 of this Agreement.
   2. *[The Parties are to define these terms and conditions]*
2. **FEES FOR OTHER SERVICES**
   1. The Originating Broker agrees to pay the Executing Broker such fees for the Other Services as stipulated in Schedule 2 of this Agreement.
   2. *[The Parties are to define these terms and conditions]*

**SECTION VI REPRESENTATIONS AND WARANTIES**

1. **REPRESENTATIONS AND WARRANTIES**
   1. Each of the Parties represents, warrants and agrees that:
      1. the Parties are in compliance with all applicable laws and regulations as well as any laws, rules or regulations applicable to the Parties in the countries of incorporation of the Parties, including, without limitation, any that require the Parties to be registered, licensed or approved in any way, and such registrations, licenses and approvals are in full force and effect;
      2. Orders or Transactions will not violate or conflict with any applicable laws and regulations or local laws applicable to each of the Parties, or violate, conflict with, or constitute a default under any agreement or duty to which each of the Brokers is a party;
      3. the Parties have full power, authority and legal right to enter into this Agreement, place any Orders and effect any Transactions, and the Agreement constitutes a direct, general and unconditional obligation for each of the Parties which is legal, valid and binding upon the Parties and enforceable against the Parties in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principals of general application and regardless of whether enforcement is sought in a proceeding in equity or at law);
      4. To ensure the legality, validity, enforceability, priority or admissibility of the Agreement in evidence under any applicable laws and regulations, it is not necessary that the Agreement be registered, recorded, enrolled or otherwise filed with any court or other governmental authority, or be notarized, or that any documentary stamp or other similar tax, imposition or charge of any kind be paid on or in respect of the Agreement;
      5. The Parties have full understanding of all the terms, conditions, and risks (economic and otherwise) of this Agreement and of each Order or Transaction, and are capable of assuming and willing to assume (financially and otherwise) those risks;
   2. The Originating Broker represents, warrants and agrees that:
      1. No communication (written or oral) received by the Originating Broker from the Executing Broker shall be deemed to be an assurance or guarantee as to the expected results of any order or Transaction;
      2. The Originating Broker is not an insider and does not possess any material inside information on any securities for which the Originating Broker enters an Order in the System or effects a Transaction or their issuer, nor will the Originating Broker enter an Order in the System or effects a Transaction for the purposes of market manipulation;
      3. To the best of the Originating Broker's knowledge, no Transaction or Order which has been or will be placed to the System, and re-directed to the Executing Broker is, or is part of, a transaction which involves funds derived from unlawful activity and/or violates the anti-money laundering or economic sanctions laws of any jurisdiction;
      4. Whenever the Originating Broker transacts business with the Executing Broker on behalf of any of its clients, the Originating Broker possesses that Client's written authorization to exercise investment discretion. the Executing Broker may rely on the Originating Broker's assurance that the Originating Broker is satisfied that such client authorization was duly authorized and signed by the appropriate representative(s) of the Originating Broker’s Client; and
      5. Prior to transmitting any Order to the Executing Broker through the System on behalf of its Client, the Originating Broker has made a reasonable inquiry into that Client's financial situation, investment experience and investment objectives, and has determined that the securities and financial products purchased or sold through the Executing Broker are suitable for that Client.
   3. All representations and warranties of the Parties under this clause shall be deemed to be repeated by the Parties on each day (with reference to the facts and circumstances then existing) until the date of termination of this Agreement.

**SECTION VII. TERM AND TERMINATION**

1. **TERM** 
   1. This Agreement shall be effective from the Effective Date and, unless earlier terminated by either Party in accordance with the provisions of this Agreement, shall remain in effect for an initial period of twelve (12) months of the Effective Date (the “**Initial Term**”).
   2. Following expiry of the Initial Term, this Agreement shall automatically continue for consecutive twelve (12) months terms, unless terminated by a Party with at least three (3) months' prior written notice.
2. **TERMINATION**
   1. This Agreement is terminated as elsewhere provided in the Agreement or as provided in this Article.
   2. Notwithstanding anything to the contrary herein, this Agreement may be terminated with mutual consent of the Parties.
   3. Each of the Parties may terminate this Agreement, without any cause, by delivery of at least three (3) months' prior written notice termination to the other Party, following the Initial Term of the Agreement. The Executing Broker acknowledges and agrees that all prepaid fees are non-refundable, regardless of a termination that occurs according to this provision.
   4. This Agreement and/or any applicable Schedule may be terminated by either Party upon thirty (30) calendar days’ written notice for a material breach by the other Party, unless such other Party cures the breach within the thirty (30) day notice period.
   5. This Agreement and/or any Schedule may be terminated by either Party upon notice to the other Party effective upon receipt if the continued relationship and/or the provision of the Service and/or the transactions hereunder would violate any applicable law or regulation (whether such law or regulation is existing at the time of this Agreement or thereafter modified or enacted).
   6. Either Party may terminate this Agreement by written notice in the event that the other Party shall become subject to bankruptcy, liquidation, reorganization, winding up or any other similar procedure or is no longer able to fulfill any of its obligations toward its creditors for a period longer than [●] days.
   7. This Agreement shall automatically terminate:
      1. If the license, permit, approval, or any other governmental authorization of the other Party is revoked by an authorized governmental body, for any reason whatsoever, and if as a result of such revocation the other Party is no longer able to perform brokerage activities and securities operations in its country of establishment;
      2. If the other Party ceases to be a member in its relevant Participating Exchange for any reason whatsoever, or if the membership of the other Party in its relevant Participating Exchange is suspended for more than six months;
      3. If the Membership Agreement concluded by the other Party with SEE Link has terminated for any reason;
   8. Termination of this Agreement or any Schedule does not relieve the Originating Broker of any outstanding payments due or any liability arising prior to termination.

**SECTION VIII. TERM AND TERMINATION**

1. **PERSONAL DATA PROTECTION**
   1. All personal data acquired by any of the Parties from the other Party shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the consent of the Party that has provided such personal data.
   2. The Party that has received such information and data shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the received data and information.
   3. All Parties agree to comply with all applicable personal data protection laws and other regulations applicable to each Party.
2. **FORCE MAJEURE**
   1. “Force Majeure Event” means any act or event that (a) prevents a party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other party’s (the “Performing Party”) obligations under this Agreement, (b) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (c) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. “Force Majeure Event” does not include economic hardship, changes in market conditions, and insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party shall not be liable for any failure or delay in its performance, provided that such Nonperforming Party shall give the Performing Party prompt notice of such failure or delay and the cause therefor, in each case to the extent limited or prevented by the Force Majeure Event, and shall use all commercially reasonable efforts to resume full performance of its obligations as soon as possible.
3. **CONFIDENTIALITY CLAUSE**
   1. “Confidential Information” means any and all tangible and intangible information (whether disclosed on, before or after the date hereof, and whether disclosed orally, electronically or in writing) of a party that the disclosing party designates as confidential or, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation: (i) nonpublic information relating to a party’s technology, secret process, customers, business plans, promotional and marketing activities, finances and other business affairs, legal information; (ii) third party information that a Party is obligated to keep confidential; (iii) the material terms and conditions of this Agreement; and (iv) any nonpublic information relating to any activities conducted hereunder.
   2. Notwithstanding the above, the term “Confidential Information” does not include any information that is either: publicly available or later becomes public available through no fault of the Party to which such information is disclosed; or approved for disclosure by prior written permission of an executive officer of the disclosing party.
   3. Each Party shall only use Confidential Information furnished to it hereunder in furtherance of the activities contemplated by this Agreement, and, except as authorized in this Agreement, it shall not disclose the Confidential Information to any other persons without the disclosing party’s express written authorization.
   4. A receiving party may disclose Confidential Information of the disclosing party as required to comply with binding orders and decisions of governmental entities and courts that have jurisdiction over it or as otherwise required by law or in connection with asserting any rights or remedies or performing any obligations under this Agreement, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow it to seek appropriate remedy (except to the extent compliance with the foregoing would cause the receiving party to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses its best efforts to obtain confidential treatment for any Confidential Information so disclosed.
   5. If a disclosing party so requests at any time, the receiving party shall return promptly all copies, extracts, or other reproductions in whole or in part of the Confidential Information in its possession.
   6. The Parties hereto agree that this Article will survive the expiration, termination, or cancellation of this Agreement.
4. **NO PARTNERSHIP**
   1. Nothing in this Agreement is intended or shall be construed to create a relationship or agency or partnership between the Parties. Accordingly, no Party shall have any authority to act or make representations on behalf of any other Party and, save as expressly set out herein, no Party shall have imposed upon it any liability in respect of any liability incurred by any other Party to a third party.
5. **ENTIRE AGREEMENT**
   1. This Agreement, the Schedules attached hereto and the documents referred to herein, including the Operational Rules, constitute the entire obligation of the Parties hereto with respect to the subject matter hereof and shall supersede any prior expressions of intent or understandings, whether oral or written or whether express or implied, with respect to the subject matter of this Agreement.
6. **SEVERABILITY**
   1. Each of the provisions of this Agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
7. **AMENDMENT** 
   1. Any amendment to any of the terms or conditions of this Agreement shall be in writing and shall be signed by the both Parties.
8. **NO WAIWER**
   1. No delay, omission, or failure of any Party to exercise any of the rights or legal remedies under this Agreement shall constitute a waiver thereof or an acquiescence in the event giving rise to such right or remedy, but each such right or legal remedy may be exercised from time to time and as often as the Party exercising the right or legal remedy deems it necessary.
9. **ASSIGNMENT** 
   1. No Party shall assign or otherwise transfer, or purport to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Agreement, without obtaining prior written consent from the other Party.
10. **NOTICES**
    1. Any notice, request, application, consent or other communication to be given or made under this Agreement to each of the Parties shall be in writing. Except as otherwise provided in this Agreement, such notice, request, application, consent or other communication shall be deemed to have been duly given or made when it is delivered by hand, by registered mail, by fax or by e-mail to the party to which it is required or permitted to be given or made at such party's address specified in the following paragraph of this Article or at such other address as such party designates by notice to the party giving or making such notice, request, application, consent or other communication.
    2. For the purposes of the previous paragraph of this Article, the Parties have given their respective addresses as follows:

a) For **Executing Broker**:

Name: [●]

Address: [●]

Attention: [●]

Email: [●]

Fax: [●]

b) For the **Originating Broker**:

Name: [●]

Address: [●]

Attention: [●]

Email: [●]

Fax: [●]

* 1. All documents to be furnished or communications to be given or made in connection with this Agreement shall be in the English language or accompanied by English translation thereof.

1. **GOVERNING LAW AND DISPUTE RESOLUTION**
   1. This Agreement shall be governed by and be construed in accordance with the laws of [●].
   2. Each party irrevocably agrees that the [●] shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims)
2. **LANGUAGE; COUNTERPARTS**
   1. This Agreement is drafted and executed in English language and may also be drafted and executed in another language. In the event of any conflict between the English language version of this Agreement and the version of this Agreement in another language, the English language version of the duly executed Agreement shall prevail.
   2. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the Parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names on the date first above written.

|  |  |
| --- | --- |
| **For Executing Broker:**  **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Name: [●]**  **Title: [●]**  **Date: [●]** | **For the Originating Broker:**  **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Name: [●]**  **Title: [●]**  **Date: [●]** |

**SCHEDULE 1**

This Schedule 1 is an integral part of the Inter-Broker Agreement (the “**Agreement**”) concluded on [●] by and between [●], a company organized and existing under the laws of [●], with registered office at [●], and unique registration number [●], (hereinafter “**Executing Broker**); and [●], a company organized and existing under the laws of [●], with registered office at [●], and unique registration number [●], (hereinafter the “**Originating Broker**”).

**OTHER SERVICES**

Under the terms of this Agreement, the Originating Broker engages the Executing Broker and the Executing Broker agrees to provide the Originating Broker with the following services, in addition to the Order Execution Service and the Data Feed Service:

**[ ]**

|  |  |
| --- | --- |
| **For Executing Broker:**  **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Name: [●]**  **Title: [●]**  **Date: [●]** | **For the Originating Broker:**  **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Name: [●]**  **Title: [●]**  **Date: [●]** |

**SCHEDULE 2**

This Schedule 2 is an integral part of the Inter-Broker Agreement (the “**Agreement**”) concluded on [●] by and between [●], a company organized and existing under the laws of [●], with registered office at [●], and unique registration number [●], (hereinafter “**Executing Broker**); and [●], a company organized and existing under the laws of [●], with registered office at [●], and unique registration number [●], (hereinafter the “**Originating Broker**”).

**FEES**

For the services provided by Executing Broker under the Agreement, Originating Broker agrees and undertakes to pay to the Executing Broker the following fees under the conditions set out in this Agreement:

**A) FEES FOR ORDER EXECUTION SERVICE**

**[ ]**

**B) FEES FOR DATA FEED SERVICE**

**[ ]**

**C) FEES FOR OTHER SERVICES**

**[ ]**

|  |  |
| --- | --- |
| **For Executing Broker:**  **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Name: [●]**  **Title: [●]**  **Date: [●]** | **For the Originating Broker:**  **By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Name: [●]**  **Title: [●]**  **Date: [●]** |