

**RETAINER AGREEMENT FOR
DETECTING AND RECOVERING TRADE-THROUGH LOSSES**

THIS IS AN AGREEMENT (this AGREEMENT) between _____(CLIENT), and SECURREX SERVICES LLC (SSL) (each a PARTY), effective _____, 2014.

1. CLIENT retains SSL to analyze CLIENT's securities trading data for the time period _____, 2008 through _____, 20__ in order to determine whether the CLIENT has suffered losses due to violations of laws prohibiting so-called "trade-throughs." Upon verification by SSL to CLIENT that it has suffered material losses as a result of such "trade-throughs," the CLIENT may chose to assign to SSL the CLIENT's rights to recover such losses. If such assignment is made, it shall include the CLIENT's right to collect pre-existing debts or satisfy preexisting obligations with respect to stock transactions, including rights under financial advisory, investment management, broker-dealer and insurance contracts and contracts of indemnity, and the assigned rights shall thereafter be subject to the terms set forth below.

2. If such an assignment of rights becomes effective, SSL shall first undertake non-litigation efforts to liquidate the assigned rights and will commence Financial Industry Regulatory Authority (FINRA) arbitration of the rights only as a last resort. In such liquidation efforts, SSL shall comply with all laws and public policies applicable to this AGREEMENT and will not seek recoveries for matters unrelated to trade-throughs. Such FINRA arbitration shall be the sole avenue to adjudicate the rights assigned hereunder, with the exception of ancillary court actions in aid of the arbitration or in order to enforce an arbitration award.

3. If arbitration becomes necessary, SSL may utilize the most expedient procedures available, including and where appropriate, the simplified case procedures under Section 12800 of the FINRA Customer Code. If in such FINRA arbitration an opposing party seeks in good faith to consolidate multiple claims solely for purposes of efficiency and economy in arbitrating such claims—rather than to gain substantive, tactical or strategic advantage-- SSL will stipulate to such consolidation, and in such arbitration, SSL will present expert testimony only from witnesses compensated on a basis not contingent on the outcome of the arbitration.

4. Except for expenses incurred to transmit to SSL the CLIENT'S trading data and any other material required of the CLIENT hereunder, expenses incurred in the performance of this AGREEMENT shall be borne by SSL, subject to the right of reimbursement set forth below.

5. CLIENT shall reasonably cooperate in facilitating performance of this AGREEMENT, including providing information and documents described in the letter from SSL delivered to CLIENT with this AGREEMENT (the LETTER).

6. To the extent applicable law permits, each PARTY shall maintain the confidentiality of all matter provided hereunder to the other PARTY, except as reasonably

necessary to perform this AGREEMENT and as specifically set forth in the LETTER.

7. Whether by repayments of overcharges, reimbursements of underpayments, settlements, arbitration awards or otherwise, all recoveries made on rights, if any, assigned hereunder shall be divided as follows: (i) the first 15% of each recovery to SECURREX in consideration first for the arbitration expenses, if any, it advanced to make the recovery and then, second, to reimburse SSL for non-arbitration expenses incurred in performance of this AGREEMENT; and (ii) 60% of the remaining 85% of each recovery (51% of the gross recovery) to the CLIENT and 40% (34% of the gross recovery) to SSL.

8. This Agreement is the product of arm's length negotiation between sophisticated parties with the benefit of legal and other counsel. Neither PARTY suffers from any inequality in bargaining position. The covenants herein are contractual and not fiduciary in nature.

9. Each of the PARTIES hereto acknowledges its respective obligations of good faith and fair dealing in performing this AGREEMENT; accordingly, neither of them will challenge any of the provisions herein or contest the enforceability of this AGREEMENT except in the event of a material breach by the other party.

10. No waiver, modification, extension, or addition to this agreement shall be valid unless in writing and signed by each PARTY hereto.

11. Either PARTY may terminate this agreement at any time in writing. Upon such termination, and unless otherwise directed by CLIENT in writing, SSL shall return to CLIENT any and all materials provided by CLIENT that are in SSL's custody at the time of termination.

12. CLIENT acknowledges having read all the terms and conditions set forth in this AGREEMENT and that he/she fully understands and agrees to same.

13. CLIENT acknowledges receipt of a copy of this AGREEMENT concurrently with execution thereof. This AGREEMENT shall be valid if signed electronically in counterparts.

FOR: (CLIENT)

_____ Date: _____

FOR: SECURREX SERVICES LLC

_____ Date: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA, COUNTY OF _____:

I CERTIFY that on _____, 2014,

_____ personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of the foregoing instrument; and,

(b) was authorized to and did execute this instrument as of the entity named in this instrument.

(Print name and title below signature)