

Dual Listing Agreement

This dual listing agreement (“Dual Listing Agreement”) should be executed and submitted by issuers currently listed on a registered, national securities exchange (“Other Exchange”) seeking initial listing on The NASDAQ Stock Market without having their securities designated as NASDAQ® national market securities within the meaning of Section 11A of the Securities Exchange Act of 1934 or the rules thereunder. Additionally, this Agreement should be executed and submitted by any issuer that has previously submitted a Dual Listing Agreement if such issuer is changing its name.

COMPANY NAME

(“Company”), in consideration for the listing of its securities on The NASDAQ Stock Market, hereby agrees with The NASDAQ Stock Market LLC (collectively, with its affiliates, “NASDAQ”) that:

1. A. Company certifies that it understands and agrees to comply with all NASDAQ rules, as they may be amended from time to time, and pay all applicable listing fees when due.
- B. Since Company is currently designated as a national market system security through its listing on the Other Exchange, NASDAQ will not be required to, and therefore will not, designate Company’s securities as a national market system security upon the listing of Company’s securities on NASDAQ.
- C. So long as Company remains listed on the Other Exchange:
 - (i) Company will not be subject to NASDAQ Listing Rule 5250(b)(1), which requires advance notification of the release of material news to NASDAQ’s Market Watch Department; and
 - (ii) Company will not be subject to NASDAQ Listing IM-5250-1, which provides authority for the implementation of trading halts in an issuer’s securities, except to the extent that the trading halt is being implemented pursuant to NASDAQ Marketplace Rules 4120(a)(2), 4120(a)(3) or 4120(a)(4), so as to honor a trading halt implemented by the Other Exchange.
2. In the event Company’s securities are removed from the Other Exchange, voluntarily or otherwise, NASDAQ agrees to designate Company’s securities as national market system securities, **provided** Company meets the applicable NASDAQ continued listing requirements as they exist at that time. Company hereby agrees that in such an event, it will comply with all applicable NASDAQ listing requirements, including without limitation NASDAQ Listing Rules 5250(b)(1) and IM 5250-1 referenced above.
3. Company agrees that it will promptly notify NASDAQ in writing of any corporate action or other event that will cause Company to cease to be in compliance with NASDAQ listing requirements. Company further agrees to promptly notify NASDAQ in writing in the event it notifies the Other Exchange that it no longer satisfies the listing requirements of that Other Exchange or in the event Company receives notification from the Other Exchange that it no longer satisfies the applicable listing requirements of that Other Exchange.

4. Company understands that NASDAQ may remove its securities from The NASDAQ Stock Market, pursuant to applicable procedures, if it fails to meet one or more requirements of Paragraphs 1-3.
5. Company understands that if an exception to any of the provisions of any of the NASDAQ rules has been granted by NASDAQ, such exception shall, during the time it is in effect, supersede any conflicting provision of this Dual Listing Agreement.
6. Company warrants and represents that the trading symbol to be used by Company does not violate any trade/service mark, trade name, or other intellectual property right of any third party. Company agrees and understands that trading symbols are the sole and exclusive property of NASDAQ, and a trading symbol is provided to Company for the limited purpose of identifying Company's security in authorized quotation and trading systems. NASDAQ reserves the right, in its sole and final discretion, to assign, rescind, or reassign any trading symbol at any time.
7. Company authorizes NASDAQ to use Company's corporate logos, Web site address, trade names, and trade/service marks in order to publicize Company's dual listing on The NASDAQ Stock Market, as well as to convey quotation information, transactional reporting information, and other information regarding Company in connection with The NASDAQ Stock Market. In order to ensure the accuracy of the information, Company agrees to provide NASDAQ with Company's current corporate logos, Web site address, trade names, and trade/service marks as they may be amended from time to time.
8. Company agrees to hold harmless and indemnify NASDAQ (and its officers, directors, employees and agents) against any and all claims and losses, including but not limited to costs and attorneys' fees, resulting from, suffered, or incurred as a result of any third party's claim or litigation relating to the infringement of any trade/service mark, trade name, or other intellectual property right related to or arising out of NASDAQ's use of Company's trading symbol, corporate logos, Web site address, trade names, and trade/service marks in accordance with the terms of this Dual Listing Agreement.

NASDAQ Warranty; Disclaimers of Warranties.

9. For any goods or services provided to Company, NASDAQ shall endeavor to provide them in a good and workmanlike manner. Beyond the warranties stated in this section, there are no other warranties of any kind, express, implied or statutory (including the implied warranties of merchantability or fitness for a particular use or purpose).

Limitation of Liability.

10. In no event will NASDAQ be liable for any trading losses, loss of profits, indirect, special, punitive, consequential, or incidental loss or damage, even if NASDAQ has been advised of the possibility of such damages. If NASDAQ is, for any reason, held liable for any of the above, the liability of NASDAQ is limited:
 - (a) for goods and services for which Company is specifically charged, to the amount paid by Company for those goods or services during the twelve (12) months preceding the accrual of the claim; and
 - (b) in all other instances, to the amount of the annual listing fee paid by Company during the twelve (12) months preceding the accrual of the claim.



11. Notwithstanding the foregoing, NASDAQ shall not be relieved from liability for damages that result from NASDAQ's gross negligence or willful tortious misconduct, or from personal injury or wrongful death claims.
12. For goods and services provided under a separate written agreement, the limitation of liability provisions in that agreement shall govern any claims relating to or arising from the provision of those goods and services.
13. Under no circumstances shall NASDAQ have any liability for any third party's goods and/or services.
14. Company and NASDAQ agree that these terms reflect a reasonable allocation of risk and limitation of liability.
15. This Dual Listing Agreement shall be deemed to have been made in the United States, in the State of New York and shall be construed and enforced in accordance with the laws of the State of New York, without reference to principles of conflicts of laws.

As an officer of the Company, I am authorized to execute this agreement on the Company's behalf.

SIGNATURE	DATE
NAME	TITLE

CORPORATE SEAL
(Optional)

Submit this Dual Listing Agreement to:

The NASDAQ Stock Market LLC
 Listing Qualifications
 9600 Blackwell Road
 Rockville, MD 20850

Note: Issuers changing their name must also concurrently submit the *NASDAQ Notification: Change in Company Name*.

