

AMENDMENT NO. 1 TO API LICENSE AGREEMENT

THIS AMENDMENT NO. 1 TO API LICENSE AGREEMENT (“*Amendment*”), effective as of the _____ day of _____, 20__ is entered into by and between _____ [Your name] (“*Licensee*”) and E*TRADE Securities LLC, a Delaware limited liability company (“*E*TRADE*”). Licensee and E*TRADE shall each be referred to as a “*Party*” and together the “*Parties*.” Capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Original Agreement (as defined below).

RECITALS

WHEREAS, Licensee and E*TRADE entered into an API LICENSE AGREEMENT effective _____. 20__ (the “*Original Agreement*”).

WHEREAS, the Parties desire to amend the Original Agreement to, among other things, set forth certain procedures for E*TRADE’s delivery of the Consumer Key to Licensee.

NOW, THEREFORE, in consideration of the mutual promises herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Section 2.4(c) of the Original Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

“(c) Licensee will be provided a Consumer key (“Consumer Key”), which is unique to the Application, by E*TRADE as follows: E*TRADE shall deliver the Consumer Key to Licensee by providing such Consumer Key to Licensee in a message sent electronically through Licensee’s account with E*TRADE (the “Licensee Account”), following Licensee’s request (made electronically through the Licensee Account) for the Consumer Key from E*TRADE. Licensee agrees to keep the Consumer Key confidential, and not to disclose it to, or share it with any third party.”

2. Section 6.2 of the Original Agreement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

“6.2 Licensee Representations and Warranties. Licensee represents and warrants that:

(a) Licensee has the ownership and other rights necessary for the use and modification of the Application as contemplated under this Agreement;

(b) Licensee has the ownership and other rights necessary for the use of Licensee’s Marks by E*TRADE as permitted by this Agreement;

(c) the signing of this Agreement and the performance hereunder by Licensee will not conflict with, violate, or result in a breach of any of the terms or provisions of any agreement to which Licensee is a party or by which it is bound;

(d) the Application is free from material defects, performs substantially in accordance with its specifications, and does not contain any malicious code that (i) is designed to disrupt, disable, harm, or otherwise impede in any manner, the operation of the Application or the E*TRADE System; (ii) is designed to impair in any way the operation of the Application or the E*TRADE System based on the elapsing of a period of time, or the advancement to a particular date or other numeral (e.g., time bombs, time locks, or drop dead devices); (iii) would permit Licensee or any third party to access the E*TRADE System (e.g., traps, access codes, or trap door devices); or (iv) would attempt to access or access Subscriber Data without authorization from such Subscriber;

(e) this Agreement has been duly executed and delivered by Licensee and constitutes the legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms; and

(f) Licensee is the sole owner of the Licensee Account.”

4. Except as otherwise set forth herein, the Original Agreement and any Schedule or Amendment thereto, shall remain in full force and effect.

Execution Page to Follow

IN WITNESS WHEREOF, Licensee and E*TRADE have each caused this Amendment to be signed and delivered by its duly authorized officer, as of the date set forth above.

Signature: _____

Name: _____ **[Your name]**

Title: _____

E*TRADE Securities LLC

Signature: _____

Name: _____

Title: _____