

Commission Sharing Agreement

THIS COMMISSION SHARING AGREEMENT (this "Agreement") is entered into and made effective as of November 1st, 2018 between [REDACTED] Vision Services, LLC ("Vision"), a New York limited liability company, and [REDACTED] T3, Inc., a New York corporation ("T3").

WHEREAS:

- A. Vision is a Securities and Exchange Commission ("SEC") registered broker-dealer and Financial Industry Regulatory Authority ("FINRA") member firm;
- B. T3 is an SEC registered broker-dealer and FINRA member firm;
- C. The parties mutually desire to enter into this Agreement whereby T3 may receive a payout for those account relationships previously introduced by its registered representative Michael Di Gioia ("Di Gioia") and established at Vision, and Vision may continue to service those accounts and receive revenue from them.

NOW, THEREFORE, in consideration of mutual covenants and agreements hereinafter set forth, and other good and valuable consideration (the receipt of and adequacy of which is hereby acknowledged by the Parties), the following terms shall govern the Agreement.

1. Compensation. Vision agrees to pay to T3 fees and/or commissions (the "Fees") as follows: ninety (90%) percent of the net revenues (after clearing, processing, other applicable charges and expenses, and a 15% payout to the "broker of record", Vision Registered Representative Steven Silver) received by Vision for the accounts identified in the attached Schedule A. All Fees shall be paid to T3 within fifteen (15) days of the end of each calendar month in which Vision received the Fees earned from the accounts. Vision shall bear no liability for any claims or disputes that may arise between T3 and Di Gioia relating to the terms of this Agreement.

2. Representations, Warranties and Covenants. Vision and T3 each represents and warrants as of the date hereof and during the term of this Agreement, and covenants to the other during the term of this Agreement, that:

- (a) it has full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder;
- (b) it has taken all necessary action (corporate or other) to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;
- (c) it has duly executed and delivered this Agreement and this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms;
- (d) the execution and delivery of this Agreement and performance hereunder do not and will not violate or breach any material agreement to which such Party is a party or by which it or a material portion of its assets is otherwise bound or any law, rule or regulation applicable to such Party;
- (e) it is and will at all times maintain its (i) registration as a broker-dealer under the Securities Exchange Act of 1934, as amended, ("Exchange Act") with the SEC, (ii) membership in FINRA,