

**SETTLEMENT AGREEMENT BETWEEN THE SECURITIES INDUSTRY
ASSOCIATION AND MARTHA ANN CLARK**

1. The parties to this Agreement are the Securities Industry Association and Martha Ann Clark. In this Agreement: (a) the Securities Industry Association, its agents, employees, officials, designees, and successors in interest, are referred to as "SIA;" (b) Martha Ann Clark is referred to as "Ms. Clark;" (c) the United States Department of Justice is referred to as "DOJ;" and (d) the Veterans' Employment and Training Services Office of the United States Department of Labor is referred to as "VETS."

2. A signatory to this document in a representative capacity for any party represents that he or she is authorized to bind that party to this Agreement.

3. This Agreement is effective as of the date of the latest signature page for any of the parties. A facsimile or electronic signature will be as valid as an original signature for all purposes relevant to this Agreement.

The parties hereby agree as follows:

FACTUAL AND JURISDICTIONAL BACKGROUND

4. This matter arises from VETS Case Number 03-DC-2003-00004-10-R, filed by Ms. Clark on or about February 27, 2003 with VETS' Washington, D.C. office.

5. Ms. Clark claimed that SIA had terminated her employment in violation of her rights under the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301, *et seq.* ("USERRA"). Pursuant to Section 4322 of USERRA, VETS investigated Ms. Clark's claim, found reasonable cause to believe SIA had discharged Ms. Clark in violation of Section 4316(c)(1) of USERRA by terminating her employment without cause and within the statutorily-

protected time period set forth in that provision, and attempted unsuccessfully to achieve a voluntary resolution of the matter. In accordance with Section 4323 of USERRA, and pursuant to Ms. Clark's request, VETS Case Number 03-DC-2003-00004-10-R then was referred to DOJ on or about March 21, 2005 for it to determine whether to file suit against SIA on Ms. Clark's behalf.

6. USERRA applies to SIA because it is an employer within the meaning of Section 4303 of USERRA.

7. SIA denies that it violated Ms. Clark's rights under USERRA.

8. This Agreement, in whole or in part, shall not be construed as an admission by SIA of liability, nor as an acceptance by Ms. Clark of any argument which SIA previously has made or subsequently may make as to the substance of the allegations in VETS Case Number 03-DC-2003-00004-10-R.

9. The parties have determined that their respective interests can be met without engaging in protracted litigation to resolve this dispute, and therefore have entered voluntarily into this Agreement.

ACTIONS TO BE TAKEN

10. It is the intent of the parties that this Settlement Agreement be a final and binding settlement in full disposition of any and all claims Ms. Clark has made or could make based on VETS Case Number 03-DC-2003-00004-10-R. Ms. Clark, by her signature to this document and to the attached "Release of All Claims," has indicated her acceptance of the terms and conditions contained in this Settlement Agreement.

11. Upon Ms. Clark's signing of this document and execution of the "Release of All

Claims," attached hereto as Exhibit A and incorporated herein, SIA shall pay Ms. Clark, by check, the sum of \$25,000.00. SIA will withhold from this amount Ms. Clark's share of Medicare and Social Security taxes, as well as her federal and state income taxes, and will submit said monies to the appropriate government agencies. SIA's share of Medicare and Social Security taxes, however, will not be deducted from its payment to Ms. Clark. In addition, by the end of the relevant tax year, but no later than February 1, 2007, SIA will issue Ms. Clark a Form W-2, a Form 1099, or other appropriate forms that reflect the monetary relief provided and the aforementioned withholdings.

12. SIA shall send its check, and any accompanying documents, to the following address by certified mail:

Martha Ann Clark
1324 Michigan Avenue, NE
Washington, D.C. 20017

13. SIA shall send a photocopy of the check and any transmittal letter to counsel for Ms. Clark, by facsimile (202-514-1005) and first class mail, at:

Jean Christian K. Tshibaka
Employment Litigation Section,
Civil Rights Division
Room # 4029, Patrick Henry Building
950 Pennsylvania Avenue, N.W.
U.S. Department of Justice
Washington, D.C. 20530

14. If, in the future, SIA is contacted by a prospective employer that requests a reference or verification of employment for Ms. Clark, SIA shall provide the prospective employer a neutral reference regarding Ms. Clark's employment history at SIA. Specifically, SIA will *not* mention Ms. Clark's discharge, and will only provide the prospective employer with Ms. Clark's dates of

employment with SIA, her salary, and her job title. All requests for references or verification of employment for Ms. Clark shall be referred to SIA's Vice President and Managing Director of Human Resources, Ms. Pamela Faber, or to another supervisor in that office.

15. The requirements of Paragraph 14 above also are set forth in the attached "Notice Regarding Employment References for Martha Ann Clark," incorporated herein and made a part hereof as Exhibit B, which shall be displayed prominently in Ms. Clark's personnel file.

DISPUTE RESOLUTION

16. The parties agree that, if necessary, this Agreement may be specifically enforced in a federal district court of competent jurisdiction.

17. If Ms. Clark believes that this Agreement or any portion of it has been violated, she will raise her concern(s) with SIA, and the parties will attempt to resolve the concern(s) in good faith. SIA will have thirty (30) days after the matter has been brought to its attention to cure any breach of this Agreement prior to the institution of any enforcement action.

18. Failure by Ms. Clark to enforce this entire Agreement or any provision thereof with regard to any provision herein shall not be construed as a waiver of her right to do so with regard to other provisions of this Agreement.

OTHER PROVISIONS

19. This Agreement is a public document and constitutes the entire agreement between the parties on the matters raised herein. No other statement, promise, or agreement, either written or oral, made by any party or agents of any party, that is not contained or referenced in this written Agreement, shall be enforceable. Copies of this Agreement will be made available to any person by DOJ upon request.

20. All parties shall bear their own costs and expenses associated with the investigation and resolution of this matter.

Agreed and Consented To:

For Securities Industry Association



HARRIS N. COGAN
Blank Rome, LLP
The Chrysler Building
405 Lexington Avenue
New York, New York 10174-0208

5/5/06

Date



MARTHA ANN CLARK
Charging Party in VETS Case No. 03-DC-2003-00004-10-R
1324 Michigan Avenue, NE
Washington, D.C. 20017

4/19/06

Date

EXHIBIT A

RELEASE OF ALL CLAIMS

Washington}

District of Columbia}

For and in consideration of the acceptance of the relief, or any part of it, offered to me by the Securities Industry Association ("SIA") pursuant to the provisions of the Settlement Agreement between SIA and myself, I, Martha Ann Clark, hereby release and forever discharge SIA, its past, current and future officials, employees and agents, of and from all legal and equitable claims arising out of and connected to the claim I filed with the Veterans' Employment and Training Services Office of the United States Department of Labor, VETS Case Number 03-DC-2003-00004-10-R, as well as of and from any and all other legal and equitable claims I may have against SIA that accrued prior to the date of execution of this "Release of All Claims." I further agree that I will not exercise any right to institute against SIA any civil action alleging a violation of the Uniformed Services Employment and Reemployment Rights Act, 38 U.S.C. § 4301, *et seq.*, on the basis of the allegations contained in VETS Case Number 03-DC-2003-00004-10-R.

I understand that the relief I will receive in consideration for this Release does not constitute an admission by SIA of the validity of any claim raised by me or on my behalf.

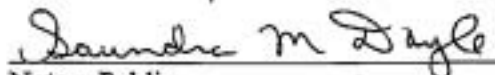
This Release, the referenced Settlement Agreement, and the attached "Notice Regarding Employment References for Martha Ann Clark" constitute the entire agreement between SIA and myself, without exception or exclusion.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Date: 4/19/06


Martha Ann Clark

Subscribed and sworn to before me this 19th day of April, 2006.


Notary Public

My commission expires: 11-30-08

EXHIBIT B

**Notice Regarding
Employment References for Martha Ann Clark**

As indicated in the attached Settlement Agreement resolving VETS Case Number 03-DC-2003-00004-10-R, SIA has agreed to give all prospective employers who request a reference or verification of employment for Ms. Martha Ann Clark a neutral reference regarding her employment history at SIA. A neutral reference is limited to the following information: salary, dates of employment, and job title. Ms. Clark's discharge from SIA shall **NOT** be mentioned to the prospective employer.

All requests for references or verification of employment for Ms. Clark should be referred to SIA's Vice President and Managing Director of Human Resources, Ms. Pamela Faber (212-618-0563), or to another supervisor in that office,