OTC MARKETS GROUP INC.

A Delaware Corporation

304 Hudson Street
New York, NY 10013

Telephone: (212) 896-4400
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Federal EIN: 13-3941069
NAICS: 523210
SIC Code: 6289

Supplemental Exhibit to:

2018 Annual Report

ISSUER'S EQUITY SECURITIES

COMMON STOCK

Class A Common Stock
$0.01 Par Value Per Share
14,000,000 Shares Authorized
11,607,992 Shares Outstanding as of February 28, 2019
OTCQX: OTCM

OTC Markets Group Inc. is responsible for the content of this Quarterly Report. The securities described in this document are not registered with, and the information contained in this report has not been filed with, or approved by, the U.S. Securities and Exchange Commission.

EXHIBIT 3.10

SENIOR MANAGEMENT EMPLOYMENT AND CHANGE IN CONTROL AGREEMENT

THIS AGREEMENT is entered into as of this ___ day of _________, 2018, by and between **[NAME]** ("Employee") and OTC Markets Group Inc., a Delaware corporation with an office located at 304 Hudson Street, 3rd Floor, New York, NY 10013 (the "Company").

W I T N E S S E T H:

WHEREAS, the Company recognizes the Employee's contribution to the growth and success of the Company and wishes to secure Employee's continued employment with the Company; the Employee wishes to remain employed with the Company; and

WHEREAS, the Company and the Employee each believe the terms of this Agreement provide appropriate incentives and protections in the event of a Change in Control, and therefore that it is in the best interest of each party to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, the Employee and Company hereby agree as follows:

1. Definitions. As used in this Agreement:

(a) **"Cause"** shall mean:

(i) The refusal of the Employee to comply with a lawful, written instruction of the board of directors of the Company (the "Board") or Employee's immediate supervisor; *provided*, *however*, that any such instruction is consistent with the scope and responsibilities of Employee's position prior to the Change in Control; and *further*, *provided*, *however*, that Employee shall have one (1) opportunity to remedy one (1) such refusal within five (5) business days after Employee's receipt of written notice from the Company identifying the refusal; or

(ii) Any willful, intentional or grossly negligent act by Employee having the effect of injuring, in a material way (whether financial or otherwise), the business or reputation of the Company or of any of its affiliates; provided, however, that before application of this paragraph (ii), Employee shall be given written notice of the Company's intention to terminate Employee and an opportunity to appear personally before the Board to explain Employee's conduct. The Board shall determine, in its sole and absolute discretion, whether "Cause" exists under the provisions of this paragraph (ii);

(iii) The determination by the Company, after a reasonable and good-faith investigation by the Company following a written allegation by another employee of the Company, that Employee engaged in some form of harassment prohibited by law (including, without limitation, harassment that constitutes age, sex or race discrimination), unless Employee's actions were specifically directed by the Board or by the Employee's immediate supervisor;

(iv) An act or acts of personal dishonesty, gross misconduct, or fraud by Employee in connection with Employee's responsibilities that leads to material harm to the Company; or

(v) Employee's conviction of any misdemeanor involving an act of moral turpitude or any felony.

(b) **"Change in Control"** shall mean the occurrence of any of the following events:

(i) Any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")), *provided* the term "person," for this purpose, shall not include (i) the Company or its subsidiaries, (ii) any benefit plan of the Company or its subsidiaries which acquires beneficial ownership of voting securities of the Company, or (iii) R. Cromwell Coulson, becomes the "beneficial owner" (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the total voting power represented by the Company's then outstanding securities;

(ii) The consummation of the sale or disposition by the Company of all or substantially all of the Company's assets;

(iii) A change in the composition of the Board occurring within a two (2) year period, as a result of which fewer than a majority of the directors are Incumbent Directors; or

(iv) The consummation of a merger or consolidation of the Company with any other corporation, other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation.

(c) "**Confidential Information**" shall have the meaning set forth in Section 6(e) of this Agreement.

(d) **"Constructive Termination"** shall mean notice to the Company of Employee's intention to terminate employment, which notice is given within ninety (90) days following the occurrence of any of the following events:

(i) Employee's overall compensation is materially reduced or is adversely modified in any material respect; or

(ii) Employee's authority or duties are materially reduced relative to Employee's authority and responsibilities in effect immediately prior to such reduction, *provided*, *however*, that a reduction in duties or responsibilities solely by virtue of the Company being made part of a larger entity shall not constitute a Constructive Termination; or

(iii) Employee's job location is transferred to a site that is more than fifty (50) miles away from Employee's residence and thirty (30) miles from the Employee's primary work site on the date immediately prior to the Change in Control.

(e) A termination for "**Disability**" shall occur upon rendering of a written termination notice by the Board after Employee has been unable to substantially perform his duties for 90 or more consecutive days, or more than 120 days in any consecutive 12 month period, by reason of any physical or mental illness or injury. For purposes of determining Disability, Employee agrees to be available and to cooperate in any reasonable examination by a reputable independent physician retained by the Company.

(f) "**Incumbent Directors**" means directors who either (A) are directors of the Company as of the date hereof, or (B) are elected, or nominated for election, to the Board with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination (but will not include any individual whose nomination is made in connection with an actual or threatened proxy contest relating to the election of directors to the Company).

(g) **"Qualifying Termination"** shall mean either the Company's termination of Employee's employment other than for Cause, Disability, death, or the Employee's notice of termination of employment with the Company as a result of a Constructive Termination.

(h) "**Restricted Period**" shall have the meaning set forth in Section 6(b) of this Agreement.

(i) **"Separation from Service"** shall mean the Employee's termination of active employment, whether voluntary or involuntary (other than by death) with the Company or any of its affiliated companies within the meaning of Treasury Regulation 1.409A-1(h). The Company will determine whether the Employee has terminated active employment (and incurred a Separation from Service) based upon facts and circumstances described in Treasury Regulation 1.409A-1(h)(ii).

2. Employment and Term of Agreement. The Company agrees to continue to employ the Employee, and the Employee agrees to continue employment with the Company, with the same terms of employment as those that were in place immediately prior to the effective date of this Agreement, as the same may be modified from time to time in the future, subject to the other provisions of this Agreement. This Agreement shall be effective from the date hereof and, subject to the provisions of Section 5, shall extend to (and thereupon automatically terminate) one (1) day after termination of the Employee's employment with the Company for any reason. No termination of this Agreement shall limit, alter or otherwise affect Employee's rights hereunder with respect to a Change in Control that has occurred prior to such termination, including, without limitation, Employee's right to receive the benefits provided herein.

3. At-Will Employment. The Company and Employee acknowledge that Employee's employment is and shall continue to be at-will. The Employee's employment may be terminated by the Company at any time and for any reason, without the requirement of notice, subject only to the provisions of this Agreement; and the Employee's employment may be terminated by the Employee at any time and for any reason, upon ninety (90) days' prior notice to the Employer, which period of notice may be waived in the sole and absolute discretion of the Employer. During any such notice period, the Employer may, in its sole discretion, require the Employee to remain off the Employer's premises and to perform assigned duties at the Employee's home or to remain "on call" and available for work. In the event that Employee's employment terminates for any reason, Employee shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement, or as may otherwise be established under the Company's then existing benefit plans or policies at the time of termination.

4. Effect of a Change in Control. In the event of a Change in Control, Section 5 of this Agreement shall become applicable to Employee. The provisions of that Section shall remain applicable until the second anniversary of the date upon which the Change in Control occurs (the "Second Anniversary Date"). On the Second Anniversary Date, and provided that the employment of Employee has not been terminated on account of a Qualifying Termination, the provisions of Section 5 of this Agreement shall terminate and be of no further force or effect.

5. Severance Payment.

(a) In the event that, prior to the Second Anniversary Date, Employee is subject to a Qualifying Termination, then, provided Employee subsequently timely executes and acknowledges a Waiver and Release substantially in the form attached hereto as Exhibit A:

(i) the Company shall pay Employee a severance payment, less applicable withholdings and deductions, equal to twenty-four (24) months of the greater of (A) Employee's base salary as in effect as of the date of such Qualifying Termination or (B) Employee's base salary as in effect on the day before the date upon which the Change in Control occurs, in either event reduced by the amount of base salary compensation received by Employee during the period between the Change in Control and the Employee's termination of employment due to a Qualifying Termination, which severance shall be payable in a lump sum within thirty (30) days after such termination;

(ii) Employee will fully vest in and have the right to exercise all of Employee's options and stock appreciation rights, all restrictions on restricted stock and restricted stock units will lapse, and, with respect to equity awards with performance-based vesting, all performance goals or other vesting criteria will be deemed achieved at one hundred percent (100%) of target levels and all other terms and conditions met;

(iii) Until the Second Anniversary Date, Employee shall be entitled to continue to participate in the group medical insurance, group dental insurance, group term life insurance, and disability insurance benefit programs that had been made available to Employee (including Employee's immediate family) at the same level as before such termination, *provided* that the cost of such continued participation in insurance coverage shall be at Employee's expense under the provisions of COBRA (or the New York State equivalent of COBRA) or, if COBRA (or the New York State equivalent provisions) are not applicable, otherwise at the rates actually charged to the Employer; and

(iv) The Company shall pay Employee all of Employee's accrued and unused Discretionary Days (as that term is defined in the Company's Employee Manual on the day prior to the Change of Control).

(b) Notwithstanding anything herein to the contrary, in the event that (i) the Employee's Qualifying Termination is a Separation from Service, and (ii) at the time of the Employee's Separation from Service the Employee shall be a "specified employee" (within the meaning of Treasury Regulation 1.409A-1(i)), as determined in a uniform manner by the Company, any severance payment payable to the Employee shall not be paid or commence until the first business day after six months following the Employee's Separation from Service (or earlier in the event of Employee's death). The provisions of this Section 6(b) shall only apply if, and to the minimum extent, necessary to comply with Section 409A of the Internal Revenue Code of 1986, as amended, to avoid the Employee's incurrence of any additional taxes or penalties under Section 409A.

(c) Employee shall not be required to mitigate the amount of any payment provided for in this Section 5 by seeking other employment or otherwise, nor shall the amount of such payment be reduced by reason of compensation or other income Employee may receive for services rendered after Employee's separation from the Company.

(d) Company agrees to pay, to the full extent permitted by law, all legal fees and expenses that Employee may reasonably incur as a result of Employee's successful collection efforts to receive amounts payable hereunder.

(e) For the avoidance of doubt, in the event that a Qualifying Termination occurs by reason of Employee's notice of termination due to Constructive Termination, the requirement of notice for Employee's termination of employment shall not extend or suspend the determination of the Second Anniversary Date. In the event that such notice is given and the Company, in its discretion, declines to reduce or eliminate the notice period such that the actual termination of the Employee's period of employment does not occur until on or after the Second Anniversary Date, then the base salary paid to the Employee during the notice period shall be included in determining the amount of severance payment, if any, due the Employee in accordance with subsection (a)(i) of this Section 5.

6. Restrictive Covenants. As an inducement and as essential consideration for the Company to enter into this Agreement, the Employee agrees to abide by the following restrictive covenants (the "Restrictive Covenants"). The Employee and the Company agree that such Restrictive Covenants are essential and narrowly tailored to preserve the goodwill of the business of the Company, to maintain the Confidential Information of the Company, and to protect other legitimate business interests of the Company, and that the Company would not have entered into this Agreement without the Employee's agreement to the Restrictive Covenants.

(a) Non-Competition. During the term of the Employee's employment, and for a period of six (6) months immediately following such term, the Employee shall not, either directly or indirectly, as a proprietor, partner, stockholder, director, executive, employee, consultant, joint venturer, member, investor, lender or otherwise, engage or assist others to engage in, or own, manage, operate or control, or participate in the ownership, management, operation or control of, or become employed or engaged by any business or entity that engages in a business that is competitive with any of the products or services that the Company supplies, offers, or has spent significant time or resources analyzing for the purposes of assessing expansion opportunities (the "Competitive Business").

(b) Customer Non-Solicitation. During the term of the Employee's employment and for a period of one (1) year following the termination of such employment (the "Restricted Period"), the Employee shall not (except on the Company's behalf during the period of the Employee's employment with the Company), for purposes of providing products or services that are competitive with those provided by Company, directly or indirectly, on the Employee's own behalf or on behalf of any other person or entity, contact, solicit, divert, induce, call on, take away, or do business with or accept any business or engagement from (or attempt to do any of the foregoing) any customer or client of the Company or any person who was a customer or client of the Company at any time during the Employee's employment with the Company.

(c) Employee and Independent Contractor Non-Solicitation. During the Restricted Period, the Employee shall not (except on the Company's behalf during the Employee's employment with the Company), directly or indirectly, on the Employee's own behalf or on behalf of any other person or entity, employ or engage, or solicit for employment or engagement, or interfere with the employment or engagement of (or attempt to do any of the foregoing) any individual who (i) is employed by, or is an independent contractor of, the Company at the time of such employment, engagement, solicitation, interference, or attempt, or (ii) was employed by, or was an independent contractor of, the Company within twelve (12) months prior to such employment, engagement, solicitation, interference, or attempt; *provided*, *however*, that the foregoing restriction shall not restrict the Employee from retaining any such independent contractor as an independent contractor in a manner that could not reasonably be foreseen as interfering with or impairing the business or operations of the Company.

(d) Non-Disparagement. The Employee shall not, during the Employee's employment with the Company or at any time thereafter, directly or through any other person or entity, make any public or private statements (whether orally, in writing, via electronic transmission, or otherwise) that disparage, denigrate, or malign the Company, any of the Company's shareholders or employees, or any of the businesses, activities, operations, affairs, reputations, or prospects of any of the foregoing; or any of the agents of any of the foregoing to the extent that the Employee is aware of the relationship described above. For purposes of clarification, and not limitation, a statement shall be deemed to disparage, denigrate, or malign a person or entity if such statement could reasonably be construed to adversely affect the opinion any other person may have or form concerning the first person or entity. The foregoing limitations shall not be violated by truthful statements made (i) to any governmental authority or (ii) which are in response to legal process, required governmental testimony or filings, or administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings).

(e) Confidentiality. The Employee understands and agrees that the Employee has and will have access to Confidential Information during the term of the Employee's employment. "Confidential Information" for this purpose shall mean all information received in connection with the Company which is confidential or proprietary (including, without limitation, the terms of this Agreement and the terms and conditions of the Employee's employment related to compensation and benefits) and (i) which has not been disclosed publicly by the Company, (ii) which is otherwise not a matter of public knowledge, or (iii) which is a matter of public knowledge but Employee knows or has reason to know that such information became a matter of public knowledge through an unauthorized disclosure. Confidential Information shall include information the unauthorized disclosure or use of which would reduce the value of such information to the Company. Such information includes, but is not limited to, the Company's client lists, vendor and supplier lists, its trade secrets, any confidential information about (or provided by) any client or customer or prospective client or customer of the Company, information concerning the Company's computer applications, systems, processes, programs, software and codes, information concerning the Company's technological data, databases, computer storage media (including, without limitation, web-based storage media accessed remotely) and prototypes, information concerning the Company's business or financial affairs, including its books and records, commitments, procedures, plans and prospects, or current or prospective transactions or business of OTC Markets Group and any "inside information" or know-how. During the term of the Employee's employment and at all times thereafter, the Employee shall not, without the prior express written consent of the Company, directly or indirectly, use on behalf of the Employee or any other person or entity, or divulge, disclose or make available or accessible to any person or entity, any Confidential Information, other than when required to do so in good faith to perform the Employee's duties and responsibilities while employed by the Company or when required to do so by a lawful order of a court of competent jurisdiction, by any governmental authority or agency, or by any recognized subpoena power. In the event that the Employee becomes legally compelled (by oral questions, interrogatories, request for information or documents, subpoena, criminal or civil investigative demand, or similar process) to disclose any of the Confidential Information, then prior to such disclosure, the Employee will provide the Company with prompt written notice so that the Company may seek (with the Employee's cooperation) a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, then the Employee will furnish only that portion of the Confidential Information which the Employee is advised by the Company's or the Employee's own counsel is legally required, and will cooperate with the Company in the Company's efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information. In addition, the Employee shall not create any derivative work or other product based on or resulting from any Confidential Information (except in the good faith performance of the Employee's duties while employed by the Company). The Employee shall surrender to the Company, as it may direct, no later than the date of termination of the Employee's employment (or upon the earlier request of the Company), and without retaining any copies, notes or excerpts thereof, all property of the Company and of its customers, including, without limitation, files, work papers, memoranda, computer equipment and computer storage media, computer programs, diaries, notes, records, data, customer or client lists, marketing plans and strategies, and any other documents consisting of or containing Confidential Information, that are in the Employee's actual or constructive possession or which are subject to the Employee's control at such time. To the extent the Employee has retained any such property or Confidential Information on any electronic or computer equipment belonging to the Employee or under the Employee's control, the Employee agrees to so advise the Company and to follow the Company's instructions in permanently deleting all such property or Confidential Information and all copies thereof.

(f) Cooperation. During and after the period of Employee's employment, the Employee agrees to cooperate with the Company in any internal investigation, any administrative, regulatory, or judicial proceeding, or any dispute with a third party concerning issues about which the Employee has knowledge or that may relate to the Employee or the Employee's employment with the Company. Such cooperation includes, without limitation, being available to the Company upon reasonable notice for interviews and factual investigations, appearing in any forum at the Company's request to give testimony without requiring service of a subpoena or other legal process, volunteering to the Company pertinent information, and turning over to the Company all relevant documents which are or may come into the Employee's possession. Following the termination of the Employee's employment, the amount of time required for the Employee's cooperation that is provided without compensation shall be reasonable and, to the extent that the Company requires cooperation in excess of the reasonable amount of time, the Employee shall be entitled to reasonable compensation therefor. The Company shall promptly reimburse the Employee for the reasonable out-of-pocket expenses incurred by the Employee in connection with such cooperation.

(g) Injunctive Relief. The Employee acknowledges and agrees that the Company will have no adequate remedy at law and would be irreparably harmed if the Employee breaches or threatens to breach any of the Restrictive Covenants. The Employee agrees that the Company and its members shall be entitled to equitable and/or injunctive relief to prevent any breach or threatened breach of the Restrictive Covenants, and to specific performance of each of the terms thereof, in each case, in addition to any other legal or equitable remedies that the Company may have, as well as the costs and reasonable attorneys' fees it incurs in enforcing the Restrictive Covenants. The Employee further agrees that (i) any breach or claimed breach of the provisions set forth in this Agreement, or any other claims Employee may have against the Company, will not be a defense to enforcement of the Restrictive Covenants, and (ii) the circumstances of the Employee's termination of employment with the Company will have no impact on the Employee's obligations to comply with the Restrictive Covenants. The Restrictive Covenants are intended for the benefit of the Company.

(h) Tolling During Periods of Breach. So that the Company is provided with the full benefit of the Restrictive Period set forth herein, the Employee and the Company agree and intend that the Restrictive Covenants (to the extent not perpetual) shall be tolled during any period that the Employee is in breach of the Restrictive Covenants, other than any portion of such period that the Company is aware of such breach of any such Restrictive Covenant and has not notified the Employee to cease such breach.

(i) Notification of New Employer. In the event that the Employee performs services for, or becomes employed by, any other person or entity following the termination (for any or no reason) of the Employee's employment with the Company, the Employee agrees to notify such person or entity, and consents to the notification of such person or entity by the Company, of the Employee's Restrictive Covenants contained in this Agreement.

7. Non-Exclusivity of Rights. Nothing in this Agreement shall prevent or limit Employee's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Company or any of its affiliated companies and for which Employee may qualify.

8. Successors.

(a) This Agreement is personal to Employee, and without the prior written consent of the Company shall not be assignable by Employee other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Employee's legal representatives.

(b) The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company.

9. Governing Law.

(a) This Agreement and the rights of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of New York without giving effect to conflicts of law principles thereof.

(b) Each party hereby irrevocably submits to the jurisdiction of any court of the United States or the State of New York located in New York, New York, over any suit, action, or proceeding brought by the other party hereto arising out of or relating to this Agreement. Each party hereby irrevocably waives to the fullest extent permitted by law (i) the right to a trial by jury, (ii) any objection that they may now or hereafter have to the venue of any such suit, action or proceeding brought in any such court, or (iii) any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

10. Modifications. This Agreement may not be amended or modified except by an instrument in writing executed by all of the parties hereto.

11. Notices. All notices and other communications required to be given in writing under this Agreement shall be delivered to the individuals identified in subsections (a) and (b) below and shall be deemed to have been duly provided at the time of delivery if sent by certified mail, return receipt requested, or any other delivery method that actually obtains a signed delivery receipt, to the following addresses or to such other address as any party hereto shall hereafter specify by prior written notice to the other party or parties below. If an email address is provided, the Company or Employee may, in lieu of the above, give notice to or communicate with the other party by email addressed to the persons identified in subsections (a) and (b) below, or to such other email address or persons as the Company or Employee shall hereafter specify by prior written notice. Each of the Company and Employee agrees that any receipt obtained by either of them from their respective service provider or internet computer server indicating that the email was received at the email address provided by each of them, respectively shall be deemed proof that Company or Employee, as the case may be, received any notice set forth in the email.

(a) If to Company,

Office of the General Counsel
304 Hudson Street, 3rd Floor
New York, NY 10013
Telephone: (212) 896-4413
Email: dan@otcmarkets.com

(b) If to Employee:

12. Headings. The headings used in this Agreement are for convenience only and do not constitute substantive matter to be considered in construing its terms.

13. Severability of Invalid Provisions. The presence in the text of this Agreement of any clause, sentence, provision, paragraph or article held to be invalid, illegal or ineffective by a court of competent jurisdiction shall not impair, invalidate or nullify the remainder of this Agreement and the effect of such holding shall be confined to the portion so held invalid.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one in the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered effective as of the day and year first above written.

OTC Markets Group Inc.

By: ______________________________

R. Cromwell Coulson
President and CEO

[Name of Employee]

____