



New York Block ExchangeSM Service and Access Agreement

Application Process

The New York Block ExchangeSM ("NYBX") Service and Access Agreement must be completed and submitted to:

**New York Stock Exchange LLC
NYSE Client Relationship Services
20 Broad Street, 10th Floor
New York, New York 10005**

Please be advised that all information related to the New York Block Exchange Service and Access Agreement sent to NYSE will be reviewed by NYSE Client Relationship Services for completeness. All written agreements are deemed confidential and are handled in a secure environment at NYSE. If you have questions regarding the completion of the agreement, you may direct such questions to: Client Relationship Services: crs@nyx.com or (888) 689-7739, option 3. You may also contact the Trade Support Desk at 888-513-9873, and fax documents to (212) 656-2570. Review of the Service and Access Agreement for completeness generally takes three (3) business days.

CHECKLIST FOR USERS

- Connectivity Application
- NYBX Service and Access Agreement (if applicable)
- Sponsoring Member Organization Consent Form (if applicable)
- Sponsored Participant Consent Form (if applicable)

*** (Sponsoring Member Organization, Sponsored Participant and the NYSE must all sign the NYBX Service and Access Agreement).**

ORGANIZATIONAL PROFILE

Date: _____ SEC No.: _____ CRD No.: _____
Clearing Firm: _____ Clearing No.: _____

GENERAL INFORMATION

Name of NYBX User: _____
Business Address: _____
Phone: _____ Fax: _____

TYPE OF ORGANIZATION

- Corporation Partnership Limited Liability Company Sole Proprietor

TYPE OF CONNECTION

- FIX Internet or Web Based

New York Block ExchangeSM SERVICE AND ACCESS AGREEMENT

This New York Block ExchangeSM ("NYBX") Service and Access Agreement (the "Agreement"), with an Effective Date as of the date executed on behalf of the New York Stock Exchange LLC, is made by and between New York Stock Exchange LLC (hereinafter "NYSE"), a New York limited liability company, with its principal offices located at 11 Wall Street, New York, NY 10005, and the User identified below. NYSE operates a facility known as the New York Block Exchange for the exchange trading of equity securities. NYSE will provide the User with the services of the NYBX pursuant to and subject to the terms of this Agreement. Use of the NYBX is governed by the Rules and procedures of the NYSE, including Rule 1600, as amended from time to time ("NYSE Rules").

User: _____

Business Address: _____

Corporate Form: _____

State of Incorporation: _____

Type of NYBX User: NYSE Member or Member Organization
(Check one) Sponsored Participant

Telephone: _____ Primary Contact: _____

Fax: _____ Email: _____

NYSE will provide the User with services pursuant to, and subject to the terms and conditions of, this Agreement.

In witness whereof, the parties hereby cause this Agreement to be executed by their duly authorized representatives. Signature on this cover sheet is in lieu of, and has the same effect as, signature on each page of the attached documents.

Accepted on behalf of NYSE Member, Member Organization, Sponsoring Member Organization:

**Accepted on behalf of NYSE:
New York Stock Exchange LLC
By: NYSE Market, Inc.**

(Print Company Name)

By (Signature): _____

By (Signature): _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Accepted on behalf of Sponsored Participant:

(Print Company Name)

By (Signature): _____

Name: _____

Title: _____

Date: _____

NEW YORK BLOCK EXCHANGE (“NYBX”) SERVICE AND ACCESS AGREEMENT – Terms and Conditions

1. GENERAL.

- (a) **Status.** User represents and warrants that it is, and covenants that at all times during which it utilizes NYBX it will be, a Member or Member Organization or a Sponsored Participant in good standing.
- (b) **Sponsoring Member or Member Organization.** If User is a Sponsoring Member or Member Organization, User represents that it has entered into and agrees to maintain sponsorship agreements with its Sponsored Participants establishing proper relationship(s) and account(s) through which such Sponsored Participants may trade on NYBX in accordance with NYSE Rule 1600. For “sponsorship provisions” please see the Sponsorship Provisions section of this Service & Access Agreement on pages 6-7.
- (c) **Sponsored Participant.** If User is a Sponsored Participant, User represents that it has entered into and agrees to maintain sponsorship agreements with its Sponsoring Member or Member Organization establishing proper relationship(s) and account(s) through which User may trade on NYBX.
- (d) **“User”:** Any Member or Member Organization, Sponsored Participant, or Authorized Trader that is authorized to access NYBX. A Member or Member Organization that accesses NYBX may enter orders on its own behalf or for the account of a customer.
- (e) **“Authorized Trader”:** Any person who is authorized to act on behalf of a Member or Member Organization/Sponsoring Member Organization or Sponsored Participant.
- (f) **Terms and Definitions.** Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to them in the NYSE Rules.

2. RIGHTS AND OBLIGATIONS.

- (a) **Access.** Subject to the terms and conditions of this Agreement, NYSE grants the User a personal, non-exclusive, non-transferable right to access NYBX solely for the intended purpose as defined herein, and only in accordance with the then-current NYSE Rules. For purposes of this Agreement, the “intended purpose” is to place orders with NYBX for execution and to receive information from NYBX about such orders and executions. User hereby acknowledges, accepts and agrees to abide by these terms and conditions and be bound by the Rules and procedures of NYSE, as amended from time to time, with respect to NYBX.
- (b) **Restrictions on Use; Security.** User may not sell, lease, furnish or otherwise permit or provide access to NYBX to any other entity or to any individual that is not the User’s employee, customer, Authorized Trader or agent or, if User is a NYSE Member or Member Organization, such User’s Sponsored Participant. User accepts full responsibility for its employee’s, customer’s and agent’s use of NYBX, including any Sponsored Participant’s use, which must comply with NYSE Rules and the User’s obligations under this Agreement. User will establish and utilize reasonable security precautions to prevent unauthorized use of or access to NYBX, including unauthorized entry of information into NYBX, or the information and data made available therein. User understands and agrees that it is responsible for any and all orders, trades and other messages and instructions entered, transmitted or received under identifiers, passwords, security codes, tokens and other access devices, if any, of Authorized Traders, and for the trading and other consequences thereof.
- (c) **User Information.** User hereby grants to NYSE a perpetual, non-exclusive, world-wide, irrevocable, royalty-free, fully-paid-up license to use, reproduce, display, compile and modify the information and data supplied by User to NYBX, including without limitation, information or data of or related to User’s customers and agents. User represents and warrants that, with respect to such information and data, (i) User owns or has sufficient rights in and to such information and data to authorize NYSE to perform all of its obligations under this Agreement with respect thereto and that may be required for User’s or NYSE’s use of such information, (ii) use or delivery of such information by User or NYSE will not violate the proprietary rights (including, without limitation, any privacy rights) of any party, and (iii) use or delivery of the information by User or NYSE will not violate any applicable law or regulation.
- (d) **Costs and Fees.** User will pay when due all amounts payable to third parties arising from User’s access to NYBX. Such amounts include, but are not limited to, applicable exchange and regulatory fees. The User is solely

and exclusively responsible for any hardware, software, communication equipment, communication services, information formatting requirements or other items or services necessary for accessing and using NYBX.

(e) **Sponsored Participants.** Notwithstanding NYSE's execution and delivery to User of a copy of this Agreement, if User is a Sponsored Participant, and not a Member or Member Organization of NYSE, as a condition to initiating and continuing access to NYBX, (i) User must enter into and maintain customer agreements with one or more Sponsoring Members or Member Organizations establishing proper relationship(s) and account(s) through which the User may trade on NYBX. Such customer agreement(s) must incorporate the Sponsorship Provisions set forth in NYSE Rule 1600.

(f) **Order Designation.** All orders, *including orders entered into NYBX by a Sponsored Participant*, and any trades resulting there from, shall be the responsibility of the Member or Member Organization from which they originated.

3. NYSE RULES.

(a) **Compliance with NYSE Rules.** As used in this Agreement, the requirement that a User "be bound by NYSE Rules" or "act in compliance with NYSE Rules" (or such other similar phrases) shall mean, with respect to a Sponsored Participant, that such Sponsored Participant shall be bound by, and shall comply with, NYSE Rules as if it were a Member or Member Organization of NYSE. User represents and warrants that it will: (i) use NYSE NYBX only if and when it is duly authorized to use NYBX pursuant to NYSE Rules and User is a NYSE Member, Member Organization or Sponsored Participant; (ii) otherwise only use NYBX in compliance with NYSE Rules; and (iii) not permit anyone other than Authorized Traders to use or obtain access to NYBX and will remain responsible for its use of NYBX and the use of NYBX by any of its Authorized Traders, employees, customers and agents, or by any Sponsored Participants whose use of NYBX sponsored by the User; (iv) maintain and keep current a list of all Authorized Traders who may obtain access to NYBX on behalf of the User and, if User is a Sponsoring Member or Member Organization, the User's Sponsored Participant(s); and (v) familiarize all Authorized Traders with all of the User's obligations under this Agreement and will ensure that they receive appropriate training prior to any use or access to NYBX. User must have reasonable procedures to ensure that all of its, and its Sponsored Participants', Authorized Traders and employees comply with the trading rules and procedures related to NYBX and all other NYSE Rules. User must suspend or withdraw a person's status as an Authorized Trader if NYSE determines that the person has caused User to fail to comply with the NYSE Rules and NYSE directs User to suspend or withdraw the person's status as an Authorized Trader.

(b) **Monitoring.** User acknowledges and agrees that NYSE will monitor the use of NYBX by User for compliance with all applicable laws and regulations including, without limitation, NYSE Rules. User acknowledges its responsibility to (i) establish adequate procedures and controls that permit it to effectively monitor its employees', agents', Authorized Traders', customers' and Sponsored Participants', if any, use and access to NYBX, and (ii) monitor its employees, agents, Authorized Traders, customers and Sponsored Participants, if any, for compliance with NYSE Rules, the rules and regulations of any other self-regulatory organizations of which User is a member, and all applicable federal and state laws.

(c) **Integrity of NYBX.** User will not (i) materially alter the information or data supplied to or received from NYBX in violation of NYSE Rules, (ii) materially affect the integrity of the information or data supplied to or received from NYBX, or (iii) supply or render information or data to or from NYBX that is illegal, inaccurate, unfair, uninformative, fictitious, misleading or discriminatory. User will not permit its employees, agents or customers to interfere with or adversely affect activity on NYBX or any use thereof by any other authorized individuals or entities. Trading activity on other trading platforms or facilities does not constitute such interference or adverse affect.

(d) **Indemnity.** User agrees to indemnify, defend and hold NYSE and its officers, directors, employees and affiliates harmless from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties and attorneys' fees, arising from or as a result of User's breach of its obligations under this Agreement.

4. CHANGE OF NYBX SERVICE AND ACCESS AGREEMENT.

User acknowledges and agrees that nothing in this Agreement constitutes an understanding by NYSE to continue any aspect in its current form. NYSE may from time to time make additions, deletions or modifications to NYBX. User acknowledges and agrees that NYSE may, temporarily or permanently, unilaterally condition, modify or terminate the right of any individuals or entities to access, receive or use NYBX in accordance with NYSE Rules.

5. OWNERSHIP.

User acknowledges and agrees that all patents, copyrights, trade secrets, trademarks and other property rights in or related to NYBX and the information and data made available through NYBX (including compilation rights in information and data) are and will remain the exclusive property of NYSE or its licensors. User will attribute the source as appropriate under all circumstances.

6. DISCLAIMER OF WARRANTY.

NYBX IS MADE AVAILABLE "AS IS" AND WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO NYBX AND ANY DATA, SOFTWARE OR INFORMATION MADE AVAILABLE THEREIN BY NYSE OR ITS LICENSORS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY NYSE OR ITS AGENTS, AFFILIATES, LICENSORS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF SATISFACTORY QUALITY, ACCURACY, UNINTERRUPTED USE, TIMELINESS, TRUTHFULNESS, SEQUENCE, COMPLETENESS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT), AND ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

7. NO LIABILITY FOR TRADES.

USER UNDERSTANDS AND AGREES THAT (I) NYSE IS NOT DIRECTLY OR INDIRECTLY A PARTY TO OR A PARTICIPANT IN ANY TRADE OR TRANSACTION ENTERED INTO OR OTHERWISE CONDUCTED THROUGH NYBX, AND (II) NYBX IS NOT LIABLE IN ANY MANNER TO ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE USER AND ANY PERSON FOR WHOM THE USER IS AUTHORIZED TO TRADE OR ACT) FOR THE FAILURE OF ANY PERSON ENTERING INTO A TRADE OR TRANSACTION BY MEANS OF NYBX TO PERFORM SUCH PERSON'S SETTLEMENT OR OTHER OBLIGATIONS UNDER SUCH TRADE OR TRANSACTION. NEITHER NYSE NOR ITS AGENTS, AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY LOSSES, DAMAGES, OR OTHER CLAIMS ARISING OUT OF NYBX OR ITS USE. ANY LOSSES, DAMAGES, OR OTHER CLAIMS RELATED TO A FAILURE OF NYBX TO DELIVER, DISPLAY, TRANSMIT, EXECUTE, COMPARE, SUBMIT FOR CLEARANCE AND SETTLEMENT, OR OTHERWISE PROCESS AN ORDER, MESSAGE, OR OTHER DATA ENTERED INTO, OR CREATED BY, NYBX, WILL BE ABSORBED BY THE USER OR THE NYSE MEMBER OR MEMBER ORGANIZATION SPONSORING THE USER, THAT ENTERED THE ORDER, MESSAGE OR OTHER DATA INTO NYBX. IF THIS SECTION IS DEEMED TO CONFLICT WITH ANY OTHER SECTION OF THIS AGREEMENT, THIS SECTION WILL SUPERCEDE SUCH OTHER SECTION.

8. NO CONSEQUENTIAL DAMAGES.

UNDER NO CIRCUMSTANCES WILL NYSE OR ITS AGENTS, AFFILIATES OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM OR EXPENSE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON USER'S CLAIMS OR THE CLAIMS OF ITS CUSTOMERS, AUTHORIZED TRADERS, EMPLOYEES OR AGENTS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF NYBX, INTERRUPTION IN USE OR AVAILABILITY OF NYBX, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THIS SECTION WILL NOT APPLY WHEN, AND TO THE EXTENT THAT, APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

9. SPONSORSHIP PROVISIONS.

EVERY SPONSORING MEMBER ORGANIZATION AND THEIR SPONSORED PARTICIPANT MUST ENTER INTO A WRITTEN SPONSORSHIP AGREEMENT THAT MUST INCLUDE, AMONG OTHER THINGS, THE FOLLOWING SPONSORSHIP PROVISIONS PURSUANT TO RULE 1600.

(i) For a Sponsored Participant to obtain and maintain authorized access to NYBX, a Sponsored Participant and its Sponsoring Member Organization must agree in writing to the following sponsorship provisions:

(I) Sponsored Participant and its Sponsoring Member Organization must have entered into and maintained a written agreement with the Exchange. The Sponsoring Member Organization must designate the Sponsored Participant by name in its written agreement as such.

(II) Sponsoring Member Organization acknowledges and agrees that:

- (a) All orders entered by the Sponsored Participant and any person acting on behalf of or in the name of such Sponsored Participant and any executions occurring as a result of such orders are binding in all respects on the Sponsoring Member Organization and
- (b) Sponsoring Member Organization is responsible for any and all actions taken by such Sponsored Participant and any person acting on behalf of or in the name of such Sponsored Participant.
- (c) Sponsoring Member Organization shall comply with the rules of the Exchange, the rules and procedures with regard to NYBX and Sponsored Participant shall comply with the rules of the Exchange and the rules and procedures with regard to NYBX, as if Sponsored Participant were a Sponsoring Member Organization.
- (d) Sponsored Participant shall maintain, keep current and provide to the Sponsoring Member Organization a list of Authorized Traders who may obtain access to the NYBX on behalf of the Sponsored Participant.
- (e) Sponsored Participant shall familiarize its Authorized Traders with all of the Sponsored Participant's obligations under this Rule and will assure that they receive appropriate training prior to any use or access to NYBX.
- (f) Sponsored Participant may not permit anyone other than Authorized Traders to use or obtain access to NYBX.
- (g) Sponsored Participant shall take reasonable security precautions to prevent unauthorized use or access to NYBX, including unauthorized entry of information into NYBX, or the information and data made available therein. Sponsored Participant understands and agrees that Sponsored Participant is responsible for any and all orders, trades and other messages and instructions entered, transmitted or received under identifiers, passwords and security codes of Authorized Traders, and for the trading and other consequences thereof.
- (h) Sponsored Participant acknowledges its responsibility to establish adequate procedures and controls that permit it to effectively monitor its employees, agents and customers' use and access to NYBX for compliance with the terms of this agreement.
- (i) Sponsored Participant shall pay when due all amounts, if any, payable to Sponsoring Member Organization, NYBX or any other third parties that arise from the Sponsored Participants access to and use of NYBX. Such amounts include, but are not limited to applicable exchange and regulatory fees.
- (j) Sponsored Participant shall maintain and keep current all records and documents relating to its trading activities on NYBX, and shall provide all such records and documents to the Sponsoring Member Organization upon request.