

# **NASD/NYSE TRF**

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**TRF SUBSCRIBER  
SERVICE AGREEMENT**

## **NASD/NYSE TRF APPLICATION PROCESS**

### **Checklist**

The TRF Applicant must complete and submit all applicable materials addressed in the Application checklist below:

NYSE Arca  
Attn: Client Services  
100 South Wacker Drive, Suite 1800  
Chicago, IL 60606

FAX to 312-960-9647

Note: All application materials sent to NYSE Arca will be reviewed by NYSE Arca's Client Services Department for completeness. All applications are deemed confidential and are handled in a secure environment at NYSE Arca. NYSE Arca may request applicants to submit documentation in addition to what is listed in the Application Checklist during the application review process, if necessary. NYSE states that the information is held in a secure environment at NYSE ARCA. In order for the relationships to be set up for trade reporting, the documentation needs to be forwarded to NASD Operations. If you have questions on completing the application, you may direct them to: Client Services: [clientservices@nyse.com](mailto:clientservices@nyse.com) or (888) 689-7739, option 3

### **Required Documents**

- Organizational profile
- Participant Application Agreement for TRF Services
- Uniform Service Bureau / Executing Broker Agreement
- Copy of existing QSR Form 9-A, 9-B and Attachment A

## ORGANIZATIONAL PROFILE

Date: \_\_\_\_\_ SEC No.: \_\_\_\_\_ CRD No.: \_\_\_\_\_ MPID: \_\_\_\_\_

APPLICATION

### GENERAL INFORMATION

Name of TRF Subscriber: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

### TYPE OF ORGANIZATION

Corporation       Limited Liability Company       Partnership       Sole Proprietor

### TYPE OF BUSINESS ACTIVITY TO BE CONDUCTED WITH TRF (Check all that apply)

Market Maker\*       Public Customer Business       Clearing Services       Proprietary Trading

Other \_\_\_\_\_

### OTHER SELF-REGULATORY ORGANIZATION MEMBERSHIPS (Check all that apply)

American Stock Exchange (AMEX)       Boston Stock Exchange (BSE)       Chicago Board Options Exchange (CBOE)

Chicago Stock Exchange (CHX)       National Stock Exchange (NSX)       International Securities Exchange (ISE)

National Association of Securities Dealers (NASD)       New York Stock Exchange (NYSE)

Philadelphia Stock Exchange (PHLX)

**PARTICIPANT APPLICATION AGREEMENT**

**THIS PARTICIPANT APPLICANT AGREEMENT** is made between the NASD/NYSE Trade Reporting Facility LLC (hereinafter the "TRF") and the Participant identified below. This Agreement contains certain Participant information required by the TRF to permit Participant to report over-the-counter trades in exchange-listed securities to the TRF.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Participant and TRF hereby agree as follows:

**1. Participant In Good Standing With NASD and Subject to NASD Regulation.** Participant represents and warrants that it is a member in good standing with NASD and shall be a member in good standing at the time any over-the-counter transaction in an exchange-listed security is reported to the TRF. Participant also acknowledges that it is subject to the jurisdiction of NASD and that it shall comply with all NASD Rules, including but not limited to, those rules that govern trade reporting to the TRF.

**2. Clearing Arrangements.** Participant represents and warrants that it has executed a clearing agreement with \_\_\_\_\_ ("Clearing Broker"). Participant represents and warrants that, based on Participant's actual knowledge; Clearing Broker is a member in good standing with NASD and the National Securities Clearing Corporation ("NSCC") and shall be a member in good standing with NASD and NSCC at the time any over-the-counter transaction in an exchange-listed security is reported to the TRF. Participant shall provide the TRF with copies of all clearing agreements that Participant has with clients for whom it will be submitting clearing information.

**3. Responsibility for Trades.** Participant is responsible for the accuracy and completeness of all information reported to the TRF and agrees to accept and settle all trades that have been reported to the TRF by or on behalf of Participant.

**4. Limitation of Liability.** Neither the TRF nor NASD, or any of their officers, agents, employees, or independent contractors shall be liable to the Participant for any expense, damages or loss, including but not limited to, trading losses and loss of anticipated profits, arising from use of the TRF or from any system failure or other problems that may result from the Participant's interaction with the TRF.

**AGREED:**

Participant:	TRF:
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**UNIFORM SERVICE BUREAU/EXECUTING BROKER AGREEMENT**

This Uniform Service Bureau/Executing Broker Agreement (“Agreement”) is for use by an NASD member (“Participant”) using a facility of NASD listed on Attachment A hereto, including a Trade Reporting Facility approved by U.S. Securities and Exchange Commission (“TRF”), the Alternative Display Facility (“ADF”), or the OTC Reporting Facility (“Approved Facility(ies)”).

1. By executing this Agreement, the undersigned Participant hereby:
  - a. authorizes the Service Bureau/Executing Broker to add to or delete from the list of Approved Facilities attached hereto at Attachment A at any time and without Participant’s prior knowledge and/or approval; and
  - b. accepts and approves all trade reports submitted to the Approved Facilities on the Participant’s behalf by the Service Bureau/Executing Broker identified below.
2. By executing this Agreement, the undersigned Service Bureau/Executing Broker agrees:
  - a. to report to the Approved Facilities all give-up or other trades executed and/or reported by the Service Bureau/Executing Broker on behalf of the Participant; and
  - b. to observe and comply with the provisions of this Agreement, any agreements relating to the trades reported to the Approved Facilities, any other agreements relating to the Approved Facilities and all applicable NASD Rules in submitting trade information to the Approved Facilities on the Participant’s behalf; and
  - c. that the Service Bureau/Executing Broker shall not report on behalf of or provide access to the Approved Facilities to any individual or entity that has not executed the appropriate documentation.

THE PARTICIPANT AND SERVICE BUREAU/EXECUTING BROKER (“PARTIES”) HEREBY UNDERSTAND, ACKNOWLEDGE AND AGREE THAT NASD AND THE APPROVED FACILITIES ARE THIRD PARTY BENEFICIARIES OF THIS AGREEMENT AND THAT NASD AND THE APPROVED FACILITIES HAVE RELIED ON THE STATEMENTS AND OBLIGATIONS OF PARTIES AS SET OUT HEREIN IN ALLOWING ACCESS TO APPROVED FACILITIES. IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS SERVICE BUREAU/EXECUTING BROKER AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS EFFECTIVE AS OF THE DATE FIRST SET FORTH BELOW.

**SERVICE BUREAU/  
EXECUTING BROKER**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Name of Firm \_\_\_\_\_  
MMID or Executing Broker Symbol \_\_\_\_\_

**PARTICIPANT**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Name of Firm \_\_\_\_\_  
MMID or Participant Symbol \_\_\_\_\_

