

**NYSE Anonymous Super DOT™
Terms and Conditions
(Member Organization)**

1. **Description.** NYSE Anonymous Super DOT is a facility developed for the exclusive use of NYSE Members and Member Organizations that enables them to permit their customers to submit requests to enter orders onto NYSE's SuperDOT system on an anonymous basis but within, and subject to, parameters established by the Member or Member Organization sponsoring such party ("Sponsoring Member").
2. **Sponsorship.**
 - (a) Sponsoring Member agrees that it will be fully responsible for any use of NYSE Anonymous Super DOT by any third parties sponsored by it to receive access to NYSE Anonymous Super DOT ("Sponsored Customers"). Sponsoring Member has reviewed Article VII, Sections 1 and 3 of the NYSE Constitution, and other provisions relating to Exchange contracts and the binding nature of such contracts on a NYSE member organization. Sponsoring Member acknowledges that it is fully responsible for any contract entered into on the Floor of the Exchange or otherwise using NYSE facilities via the NYSE Anonymous Super DOT facility by any of its Sponsored Customers, and that all such contracts are binding on the Sponsoring Member.
 - (b) Sponsoring Member has reviewed NYSE Rule 405 and other provisions of the NYSE Constitution and Rules, and understands that it is required to impose, and agrees to impose, appropriate regulatory and supervisory procedures in connection with the use of NYSE Anonymous Super DOT by its Sponsored Customers.
 - (c) Sponsoring Member will notify NYSE of the identity and credit parameters of each Sponsored Customer in the manner set forth for such notices in the currently effective the NYSE Reference Guide to Anonymous Super DOT (the "Reference Guide"), which is published at www.nyse.com/adot. Sponsoring Member may terminate sponsorship of any Sponsored Customer at any time by notice given in the manner set forth in the Reference Guide. for such notices.
3. **Proprietary Rights.** Sponsoring Member agrees that, subject to the NYSE's Constitution, Rules and other governing instruments, all proprietary rights in NYSE Anonymous Super DOT are and shall remain the property of NYSE and its third party providers of data, information, data processing services or other services related to NYSE Anonymous Super DOT ("Third Party Providers"), and no other person or entity shall have any proprietary right or interest in NYSE Anonymous Super DOT.
4. **Compliance with Law.** Sponsoring Member shall comply with all applicable laws and regulations, including applicable SEC and NYSE rules and regulations, relating to NYSE Anonymous Super DOT. Sponsoring Member shall not (a) alter, decompile, or disassemble any code underlying NYSE Anonymous Super DOT, or (b) attempt to circumvent any security protections for NYSE Anonymous Super DOT or (c) interfere with or disrupt NYSE Anonymous Super DOT or any servers or networks connected to NYSE Anonymous Super DOT, or (d) give access to or disclose to any unauthorized person any password, encryption key or other security methodology through which access to NYSE Anonymous Super DOT is obtained. Sponsoring Member shall take all reasonable precautions to safeguard the confidentiality of any such password encryption key or other security methodology.
5. **Suspension of NYSE Anonymous Super DOT.** NYSE may, at any time, without notice and without cause, and without incurring any liability to Sponsoring Member or any of its Sponsored Customers, suspend, limit or reduce the access to NYSE Anonymous Super DOT of Sponsoring Member or any Sponsored Customer, either generally or with respect to one or more specific orders.
6. **Amendment.** NYSE, in its sole discretion, may limit, expand or terminate, or subject to different or additional terms, conditions or restrictions, NYSE Anonymous Super DOT or

the Specifications; such additional terms may include the imposition of fees or charges to utilize NYSE Anonymous Super DOT. NYSE may amend the Anonymous Super DOT Agreement and these Terms and Conditions (Member Organization) and the Terms and Conditions (Sponsored Customer) from time to time upon giving notice of the terms of any such amendment to Sponsoring Member by any reasonable means, including, but not limited to, by publication on NYSE's website located at www.nyse.com/adot. With regard to any amendment effected by such publication, NYSE will use reasonable efforts to advise Sponsoring Member of the publication of such amendment by sending an e-mail to the e-mail address of Sponsoring Member's Contact Person set forth on the signature page of this Agreement. Sponsoring Member may amend Sponsoring Member's information appearing on the signature page of this Agreement by e-mailing notice of such change to adothelpdesk@nyse.com or by sending written notice of such change by first-class mail, return receipt requested, to:

Director, Anonymous Super DOT,
New York Stock Exchange, Inc.
11 Wall Street
New York, NY 10005.

- 7. Disclaimer. NYSE Anonymous Super DOT is provided to Sponsoring Member on an "as is" basis. NYSE, Securities Industry Automation Corporation ("SIAC"), the Third Party Providers and their respective affiliates, officers, directors, employees, agents and licensors are herein referred to as the "Disseminating Parties." With respect to NYSE Anonymous Super DOT, the Disseminating Parties do not make any representations and, to the fullest extent permitted by applicable law, hereby disclaim all express, implied and statutory warranties of any kind to Sponsoring Member or any third party. This disclaimer includes, but is not limited to, representations and warranties regarding accuracy, timeliness, completeness, sequencing, currentness, noninfringement, merchantability, or fitness for any particular purpose, and any representations or warranties arising from usage or custom of trade or by operation of law. The Disseminating Parties assume no responsibility for the consequences of any errors or omissions, delays, inaccuracies, system failures or any other failures or shortcomings in connection with the Sponsoring Member's and its Sponsored Customers' receipt and use of NYSE Anonymous Super DOT, and do not guarantee the performance of NYSE Anonymous Super DOT.**
- 8. Limitation of Liability. To the extent permitted by applicable law, in no event shall the Disseminating Parties be liable to Sponsoring Member or anyone else for:**
 - a) any type of damages (such as, but not limited to, direct, consequential, special, incidental, punitive or indirect damages), even if advised of the possibility of such damages,**
 - b) any other loss or injury, or**
 - c) any telecommunications charges or other costs, incurred by Sponsoring Member or any of its Sponsored Customers in accessing or using NYSE Anonymous Super DOT.****Sponsoring Member acknowledges that NYSE Anonymous Super DOT is a facility "afforded by the Exchange" within the meaning of Article II, Sec. 6 of the NYSE Constitution.**
- 9. NYSE Anonymous Super DOT Specifications. Sponsoring Member agrees to comply with and be bound by all provisions of the specifications relating to NYSE Anonymous Super DOT as may be in effect from time to time.**
- 10. Governing Law. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York, USA. Disputes arising hereunder shall be subject to the exclusive jurisdiction of the Federal Courts of the United States of**

America and/or the State Courts of New York sitting in the City of New York, New York, USA.

11. Term and Termination. The term of this agreement shall commence upon valid execution hereof by the Sponsoring Member and delivery to NYSE, and shall continue in effect until terminated. This agreement and access to NYSE Anonymous Super DOT may be terminated by Sponsoring Member upon thirty (30) days notice to NYSE, and by NYSE at any time in NYSE's sole discretion. Upon such termination, NYSE shall terminate access to NYSE Anonymous Super DOT by all of Sponsoring Member's Sponsored Customers. The foregoing notwithstanding, the provisions of Paragraphs 2(a) 3, 4, 7, 8, 10 and 13 shall survive any expiration or termination of this agreement.
12. Assignment. Sponsoring Member may not assign or delegate any of its rights or obligations arising hereunder, except with the prior written consent of NYSE. Any purported assignment or delegation in violation of this Paragraph 12 shall be null and void.
13. Benefit of Agreement. The provisions of this Agreement are for the benefit of NYSE, SIAC and the Third Party Providers. Each of NYSE, SIAC and the Third Party Providers shall have the right to assert and enforce the provisions of this Agreement directly against the Sponsoring Member.