

**NYSE Anonymous Super DOT™  
Terms and Conditions  
(Sponsored Customer)**

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 ("Sponsored 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) By using NYSE Anonymous Super DOT, Sponsored Customer acknowledges that any orders submitted by it on the NYSE Anonymous Super DOT system are for all purposes, contractual and otherwise, deemed to be orders submitted for New York Stock Exchange execution by Sponsored Customer to the Sponsoring Member and that all such orders are subject to any applicable agreement between the Sponsored Customer and the Sponsoring Member. Sponsored Customer further acknowledges and agrees that no contractual privity exists between Sponsored Customer and NYSE with respect to any such orders.
  - b) Sponsored Customer agrees that it will be fully responsible for any use of NYSE Anonymous Super DOT by it, or on any terminal of Sponsored Customer connected to NYSE Anonymous Super DOT.
3. **Proprietary Rights.** Sponsored Customer acknowledges 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 the NYSE Anonymous Super DOT ("Third Party Providers"), and Sponsored Customer shall have no proprietary right or interest in NYSE Anonymous Super DOT.
4. **Compliance with Law.** Sponsored Customer shall comply with all applicable laws and regulations, including applicable SEC and NYSE rules and regulations, relating to NYSE Anonymous Super DOT. Sponsored Customer 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. Sponsored Customer 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, at any time, without notice, without cause, and without incurring any liability to Sponsored Customer, may suspend, limit or reduce the Sponsored Customer's access to NYSE Anonymous Super DOT, either generally or with respect to one or more specific orders.
6. **Amendment.** NYSE may amend these Terms and Conditions from time to time upon giving notice of the terms of any such amendment to Sponsored Customer by any reasonable means, including, but not limited to, by publication on NYSE's website located at [www.nyse.com/adot](http://www.nyse.com/adot). Use of NYSE Anonymous Super DOT by Sponsored Customer after receipt of notice of amendment of this agreement or of the Specifications constitutes acceptance of that amendment.
7. **Disclaimer.** **NYSE Anonymous Super DOT is provided 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 cannot and 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 Sponsored Customer 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 Sponsored Customer's receipt and use of NYSE Anonymous Super DOT, and do not guarantee the performance of NYSE Anonymous Super DOT.**

**SPONSORED CUSTOMER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST NYSE ARISING OUT OF THE USE OF, OR THE UNAVAILABILITY OF, NYSE ANONYMOUS SUPER DOT, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING OUT OF ANY OF THE SUBJECT MATTER OF THE ABOVE DISCLAIMERS.**

**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.**

9. NYSE Anonymous Super DOT Specifications. Sponsored Customer agrees to comply with and be bound by all provisions of any specifications for use of Anonymous Super DOT that may be in effect from time to time.

10. Governing Law. This agreement shall be governed by the laws of the State of New York. 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. This agreement shall remain in effect until terminated. This agreement may be terminated by Sponsored Customer 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 Sponsored Customer. The foregoing notwithstanding, the provisions of Paragraphs 2(b), 3, 4, 7, 8, 10, and 12 of these Terms and Conditions shall survive any expiration or termination of this agreement.

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 Sponsored Customer.