

# New York Stock Exchange LLC Common Access Point<sup>sm</sup> Agreement

The undersigned ("User"), as a condition and in consideration of being permitted to connect to NYSE Common Access Point ("NYSE CAP<sup>sm</sup>"), hereby agrees with The New York Stock Exchange LLC ("NYSE") as set forth below and in the Terms and Conditions set forth at <https://www.nyse.com/connectivity/specs> .

## PLEASE COMPLETE ALL ITEMS

Name of Firm or Company ("User"): \_\_\_\_\_  
AKA Name / Formerly Known As: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Web Address: \_\_\_\_\_  
Name of Firm who's SFTI Line you  
will be Utilizing: \_\_\_\_\_

### User represents that it is: (Check all that apply)

- a Member Organization of the New York Stock Exchange ("Member")  
Web CRD#: \_\_\_\_\_
- a service bureau acting on behalf of a Member Organization  
Name of Member Organization: (If acting for multiple Member Organizations, please attach a list of all Member Organizations to this CAP Agreement. Note User is responsible for updating the list and notifying [crs@nyse.com](mailto:crs@nyse.com) when changes occur. Additionally, User is responsible for each Member Organizations' connection for which User provides to NYSE CAP, which are subject to the Terms and Conditions provided below.)  
\_\_\_\_\_
- a public extranet provider approved by NYSE to receive a NYSE CAP Connection ("Vendor")

Authorized Signature of User: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please return completed form to Client Relationship Services at [crs@nyse.com](mailto:crs@nyse.com).

## NYSE COMMON ACCESS POINT (“NYSE CAP”) AGREEMENT TERMS AND CONDITIONS

### 1. Services

The services offered by NYSE through NYSE CAP may include one or more of the following:

- Common Customer Gateway (“CCG”)
- Broker Booth Support System<sup>sm</sup>
- Routing of proprietary services to/from the NYSE Trading Floor
- NYSE e-Broker<sup>sm</sup> / MLooks
- Common Customer Gateway Binary (“CCG Binary”)
- API Service
- Broker Algorithm

and such other services as NYSE may identify in its sole discretion (the “Services”). This Agreement is effective only when accepted by NYSE; User will be notified of such acceptance by email at the email address of User’s Contact Person set forth on the signature page of this Agreement. This Agreement provides User only with a connection to NYSE CAP (“NYSE CAP Connection”), and does not assure User of the right to receive or use any Service. In NYSE’s sole discretion, the use of or the right to receive or redistribute a NYSE CAP Connection or certain Services (a) may not be made available to all persons or entities, and (b) may require compliance with additional terms, obligations and conditions, including making of payments and execution of and compliance with additional documentation. User shall be responsible for all costs and charges incurred in connecting to NYSE CAP, and for all transactions effected through the use of any password, encryption key or any other security methodology issued to User.

### 2. Proprietary Rights

User agrees that all proprietary rights in NYSE CAP and the Services 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 CAP Connection or any Service (“Third Party Providers”), and User shall have no proprietary right or interest in NYSE CAP or any of the Services.

### 3. Compliance with Law

User shall comply with all applicable laws and regulations, including applicable SEC and NYSE rules and regulations, relating to the NYSE CAP Connection, or use of any Services. User shall not (a) alter, decompile, or disassemble any code underlying NYSE CAP Connection or any Services, or (b) attempt to circumvent any security protections for NYSE CAP Connection or any Services, or (c) interfere with or disrupt NYSE CAP Connection, and Services or any servers or networks connected to the Services, or (d) give access to or disclose to any unauthorized person any password, encryption key or other security methodology through which any NYSE CAP Connection or any Service is obtained. User shall take all reasonable precautions to safeguard the confidentiality of any such password encryption key or other security methodology.

### 4. NYSE CAP Specifications

This paragraph does not apply to Users connected to CAP indirectly (e.g., through a service bureau). User has read and understands (i) the NYSE Common Access Point Member Firm interface Specification (ii) the NYSE Common Access Point Member Firm Security Interface Specification and (iii) the Customer Guide to NYSE Common Access Point currently in effect (collectively, the “Specifications”). User agrees to comply with and be bound by all provisions of the Specifications, as currently in effect and, in accordance with Paragraph 6 below, as they may be amended from time to time, and any other specifications related to NYSE CAP that may be issued in the future, applicable to User, NYSE CAP Connection, and the Services utilized by User.

### 5. Suspension of CAP Connection or Services

Unless otherwise agreed in writing by NYSE and User, NYSE may, without incurring any liability to User, suspend the CAP Connection and any or all Services at any time, without notice and without cause.

### 6. Amendment

NYSE may amend this Agreement and the Specifications from time to time upon giving notice of the terms of any such amendment to User by any reasonable means, including, but not limited to, by publication on NYSE’s website located at <https://www.nyse.com/connectivity/specs>. With regard to any amendment effected by such publication, NYSE will use reasonable efforts to advise User of the publication of such amendment by sending an email to the email address of User’s Contact Person set forth on the signature page of this Agreement. NYSE, in its sole discretion, may limit, expand or terminate, or subject to different or additional terms, conditions or restrictions, the Specifications, NYSE CAP Connection or any one or more of the Services; such additional terms may include the imposition of fees or charges to connect to NYSE CAP. User’s use of NYSE CAP or any Service after receipt of notice of amendment of this Agreement or of the Specifications constitutes acceptance of that amendment. User may amend User’s information appearing on the signature page of this Agreement by emailing notice of such change to Client Relationship Services at [crs@nyse.com](mailto:crs@nyse.com). If User changes its name a new CAP Agreement shall be required. If the Member Organization for a Service Bureau becomes invalid, a new CAP Agreement shall be required. If the User has multiple Member Organizations, or adds additional clients, a new CAP Agreement shall be required. CAP Agreements must be current as determined in NYSE’s sole discretion. CAP Agreements that are not current are subject to termination by NYSE.

**7. Disclaimer**

NYSE CAP and the Services are provided to User on an “as is” basis. NYSE, NYSE Technology, 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 CAP Connection, the Services and the contents thereof, 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 User 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 User’s receipt and use of NYSE CAP or any of the Services, and do not guarantee the timeliness, sequence, accuracy or completeness of any information or data provided as part of NYSE CAP or any of the Services.

**8. Limitation of Liability**

To the extent permitted by applicable law, in no event shall the Disseminating Parties be liable to User 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 User in accessing or using NYSE CAP or any of the Services.

**9. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, USA, as they apply to Agreements made and performed solely therein. 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. If a court finds any term or provision of this Agreement to be invalid or unenforceable, such term or provision shall be ineffective only to the extent of such finding and such court’s jurisdiction, without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in that court’s jurisdiction or affecting the validity or enforceability of any of the terms and provisions of this Agreement in any other jurisdiction.

**10. Term and Termination**

The term of this Agreement shall commence upon valid execution hereof by the User and delivery to and acceptance by NYSE, and shall continue in effect until terminated. This Agreement and the Services may be terminated by User upon five (5) days’ notice to NYSE, and by NYSE at any time in NYSE’s sole discretion. Upon such termination, NYSE shall terminate the NYSE CAP Connection. The foregoing notwithstanding, the provisions of Paragraphs 2, 3, 4, 7, 8, 9, 10, 11, 12 and 13 shall survive any expiration or termination of this Agreement.

**11. Assignment**

User may not assign or delegate any of its rights or obligations arising hereunder, except with the prior written consent of NYSE, which will not be unreasonably withheld. Any purported assignment or delegation in violation of this Paragraph 11 shall be null and void.

**12. Redistribution and Confidentiality**

User, including any service bureau or public extranet, may not redistribute the NYSE CAP Connection or any Services, and may not disclose the content of any Service or any Specification, unless otherwise permitted pursuant to a separate written Agreement with NYSE or pursuant to a published policy of NYSE or as otherwise permitted by law. The foregoing shall not be construed to restrict the distribution or disclosure of any proprietary information of User solely because such information may have been transmitted via a NYSE CAP Connection.

**13. Benefit of Agreement**

The provisions of this Agreement are for the benefit of NYSE, NYSE Technology and the Third Party Providers. Each of NYSE, NYSE Technology and the Third Party Providers shall have the right to assert and enforce the provisions of this Agreement directly against the User.

**14. External Access Network**

User acknowledges and agrees that if, and to the extent, it receives any Services via the NYSE External Access Network (“NYSE EAN”), (i) any reference herein to NYSE CAP shall apply with equal force and effect to the NYSE EAN, (ii) any reference herein to a NYSE CAP Connection shall apply with equal force and effect to any NYSE EAN connection, and (iii) the provisions of this Agreement (other than references to any Specifications applicable only to CAP) apply to the receipt of Services via NYSE EAN to the same extent as to receipt of Services via NYSE CAP.