



NYSE POWER PARTNERS™ PROGRAM (THE “PROGRAM”) RULES AND REGULATIONS

- 1. Membership.** Your Program membership (“Membership”) is managed by NYSE Group, Inc. (hereinafter “we”, “our” or “us”) and commences upon the day we approve your Membership and terminates in accordance with the terms set forth herein. In exchange for participating in the Program you agree to abide by the terms and conditions set forth herein. In these Program Rules and Regulations “you” or “your” means the entity that enrolled in, and was approved by us, for the Program.
- 2. Ability to Earn Marketing Rewards.** Your ability to earn and redeem marketing rewards made available by us (“Marketing Rewards”) will be based upon the status of your account with us and our affiliates. If your account is in default, or you have breached your Agreement For Receipt And Use Of Consolidated Network A Data And NYSE Market Data, or any other agreement with us or our affiliates, we reserve the right to prohibit you from earning or redeeming any Marketing Rewards offered by us. If you cease doing business with us, or our affiliates, or your Membership has been terminated you will no longer be eligible for any Marketing Rewards under the Program and will forfeit all unused Marketing Rewards accumulated. If your Marketing Rewards are forfeited we will not reinstate them to your account for any reason.
- 3. Earning Marketing Rewards.** The Program consists of three tiered levels ranked from Level One to Level 3. The higher the category the greater the level number. Each tier consists of pre-set qualification criteria which are set by us and based upon different business types. The qualifications for each tier are set forth in the NYSE Power Partner Program Criteria. Marketing Rewards may be redeemed in accordance with the Power Partner Rewards Program. Your tier level will be reviewed annually. In the event that your tier level is downgraded you will forfeit all Marketing Rewards that are available solely at your prior tier level.
- 4. Earning Restrictions.** Marketing Rewards are nontransferable, have no cash value and cannot be used as payment of an obligation to us or our affiliates. If you abuse the Program or fail to adhere to the rules set forth herein, or misrepresent any facts to us, all unredeemed Marketing Rewards will be forfeited and your Membership will be cancelled.
- 5. Redemption Process.** Once you have met the requisite criteria for a tier, you will be eligible to redeem the Marketing Rewards associated with that level. Marketing Rewards may be redeemed by contacting the Program Manager assigned to you. Marketing Rewards will be granted, placed, administered and managed in our discretion. Provided you remain at the same tier level, you may redeem a Marketing Reward one year from the time it is made available to you.
- 6. Reward Restrictions.** Some Marketing Rewards may only be available, or used, during designated times. We may reschedule, modify, discontinue or replace a Marketing Reward with an award of equal or lesser value at any time and in our discretion. Some Marketing Rewards have limited availability or may only be redeemable once during the life of your Membership (e.g. Bell Ringing Ceremony). We reserve the right to modify or reject any Materials (as defined herein) that you provide to us in connection with a Marketing Reward that are defamatory, objectionable or may be considered controversial.
- 7. Intellectual Property Licenses.** Provided your Membership is in full force and effect, we hereby grant to you, subject to any restrictions associated with the applicable Marketing Reward (e.g. manner of use or time limit) a limited, non-exclusive, non-royalty bearing and non-transferable license to use, reproduce, and display, in accordance with our guidelines, the Power Partner trademark for the sole purpose of exercising the Marketing Rewards. If advised by us that it is necessary to do so, you shall immediately remove, modify or cease using the Power Partner trademark. You hereby grant to us, our affiliates and suppliers a limited, paid-up, non-royalty bearing license to use, display, and reproduce your name, trademark and any copyrighted materials provided to us (“Materials”) (a) in connection with the administration or fulfillment of a Marketing Reward, in any form of media or advertising, now known or hereinafter devised, (b) in connection with the Program, or (c) for our archival purposes. You are responsible for ensuring that we, our affiliates and suppliers have been provided with the most current version of your Materials. You agree to defend and indemnify us, our affiliates and suppliers from any third party claims that the Materials violate such third party’s trademark, copyright or other intellectual property right.
- 8. Taxes.** You are responsible for any tax liability associated with your participation in the Program.
- 9. Program Restrictions.** We reserve the right to approve, deny or terminate participation in the Program for any reason whatsoever.
- 10. Right to Change, Modify or Cancel.** The Program and Marketing Rewards are offered at our sole discretion. We reserve the right to alter or waive any feature or benefit, prospectively or retroactively, including without limitation: criteria for each tier level, redemption methods, types of Marketing Rewards and the right to cancel to suspend the Program at any time without notice.
- 11. Program Responsibility.** Merchants and service providers are responsible for the quality and performance of any goods and services redeemed as a benefit of the Program. You acknowledge and agree that we are not affiliated and are not responsible for goods and services redeemed through the Program that utilize third party suppliers. You agree that any disputes regarding this Program will not affect your payment to us, or our affiliates, for services provided under a separate agreement. You agree that we are not liable for any indirect or consequential damages and in no event shall our maximum cumulative liability for any and all claims arising hereunder regardless of the form of action, exceed two thousand five hundred dollars.
- 12. Provision of Services.** ALL MARKETING REWARDS, GOOD AND SERVICES PROVIDED HEREUNDER ARE “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR USE FOR A PARTICULAR PURPOSE.
- 13. Miscellaneous.** (a) All notices to (1) us shall be sent by regular mail, postage prepaid, to NYSE Group, Inc. Office of the General Counsel, 11 Wall Street, New York, NY 10005 and (2) you regarding disputes at the address on your application and for all other matters via email; (b) all provisions that by their terms or nature (e.g. indemnification, limitation of liability and program responsibilities) ought to survive termination or expiration of this agreement shall survive such termination or expiration; (c) we may, without obtaining any further consent from you, assign any of our rights, privileges or obligations under this agreement; (d) neither party shall disclose any personal information, application information, or nonpublic information regarding the Program to any third party other than to its consultants, affiliates, agents or regulators that have a need to know such information; (e) this agreement shall be governed by and construed under the laws of the State of New York, without regard to choice of law principles; further you agree that any controversy or claim arising out of or relating to this agreement, or the Program, shall be tried in a court of competent jurisdiction in the State and County of New York and (f) you represent that you have the requisite authority to enter into this agreement.