



January 21, 2021

Via Federal Express

Ms. Jeanette Marshall
Securities and Exchange Commission
100 F Street, N.E.
Mail Stop 7010
Washington, DC 20549-0001

Re: ***Cboe C2 Exchange, Inc.
Form 1 Amendment***

Dear Ms. Marshall:

On behalf of Cboe C2 Exchange, Inc. (the “Exchange”), and in connection with the Cboe Form 1 that is on file with the Securities and Exchange Commission (“Commission”), enclosed please find one original and two copies of the Execution Page to Form 1 as well as the following exhibit¹:

- Exhibit F (updated to include the most recent, final versions of agreements circulated to Members and other Users of the Exchange)

This amendment is filed in accordance with SEC Rule 6a-2 and is intended to replace Exhibit F currently on file with the Commission. Please do not hesitate to contact me if you have any questions or require anything further.

Sincerely,

A handwritten signature in cursive script that reads 'Kyle Murray'.

Kyle Murray
VP, Associate General Counsel
913-815-7121
Signature executed at 2:00pm on 01/21/21

Enclosures

¹ See Attachment for a comprehensive list of updates to Exhibit F

Attachment

Summary of changes made to Exhibit F:

- See Exhibit F Cover Sheet for additional details regarding changes to our Agreements

***Based upon relief from the Commission staff and difficulties arising from COVID-19, we are making this filing without notarization. This document has been signed electronically.**

Form 1 Page 1 Execution Page	U.S. SECURITIES AND EXCHANGE COMMISSION WASHINGTON, D.C. 20549 APPLICATION FOR, AND AMENDMENTS TO APPLICATION FOR, REGISTRATION AS A NATIONAL SECURITIES EXCHANGE OR EXEMPTION FROM REGISTRATION PURSUANT TO SECTION 5 OF THE EXCHANGE ACT	Date filed (MM/DD/YY) 01/21/21	OFFICIAL USE ONLY
<p>WARNING: Failure to keep this form current and to file accurate supplementary information on a timely basis, or the failure to keep accurate books and records or otherwise to comply with the provisions of law applying to the conduct of the applicant would violate the federal securities laws and may result in disciplinary, administrative or criminal action.</p>			
INTENTIONAL MISSTATEMENTS OR OMISSIONS OF FACTS MAY CONSTITUTE CRIMINAL VIOLATIONS			
<p><input type="checkbox"/> APPLICATION <input checked="" type="checkbox"/> AMENDMENT</p>			
<p>1. State the name of the applicant: <u>Cboe C2 Exchange, Inc.</u></p>			
<p>2. Provide the applicant's primary street address (Do not use a P.O. Box): <u>400 South LaSalle Street</u> <u>Chicago, Illinois 60605</u></p>			
			 21000064
<p>3. Provide the applicant's mailing address (if different): _____ _____</p>			
<p>4. Provide the business telephone and facsimile number: <u>(913) 815-7000</u> <u>(913) 815-7119</u> (Telephone) (Facsimile)</p>			
<p>5. Provide the name, title and telephone number of a contact employee: <u>Kyle Murray</u> VP, Associate General Counsel, <u>Cboe C2 Exchange, Inc.</u> <u>(913) 815-7121</u> (Name) (Title) (Telephone Number)</p>			
<p>6. Provide the name and address of counsel for the applicant: <u>Pat Sexton</u> <u>400 S. LaSalle Street</u> <u>Chicago, IL 60605</u></p>			
<p>7. Provide the date that applicant's fiscal year ends: <u>December 31</u></p>			
<p>8. Indicate legal status of the applicant: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Sole Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other (specify): _____</p>			
<p>If other than a sole proprietor, indicate the date and place where applicant obtained its legal status (e.g. state where incorporated, place where partnership agreement was filed or where applicant entity was formed): (a) Date (MM/DD/YY): <u>11/01/07</u> (b) State/Country of formation: <u>Delaware/United States of America</u> (c) Statute under which applicant was organized: <u>General Corporation Law of the State of Delaware</u></p>			
<p>EXECUTION: The applicant consents that service of any civil action brought by, or notice of any proceeding before, the Securities and Exchange Commission in connection with the applicant's activities may be given by registered or certified mail or confirmed telegram to the applicant's contact employee at the main address, or mailing address if different, given in Items 2 and 3. The undersigned, being first duly sworn, deposes and says that he/she has executed this form on behalf of, and with the authority of, said applicant. The undersigned and applicant represent that the information and statement contained herein, including exhibits, schedules, or other documents attached hereto, and other information filed herewith, all of which are made a part hereof, are current, true and complete.</p>			
<p>Date: <u>01/21/21</u> <u>Cboe C2 Exchange, Inc.</u> (MM/DD/YY) (Name of Applicant)</p>			
<p>By: <u>Kyle Murray</u> [signature executed at 2:00pm on 01/21/21] <u>Kyle Murray, VP, Associate General Counsel</u> (Signature) (Printed Name and Title)</p>			
<p>Subscribed and sworn before me this <u>see header</u> day of <u>see header</u>, <u>see header</u> by <u>see header</u> (Month) (Year) (Notary Public)</p>			
<p>My Commission expires <u>see header</u> County of <u>see header</u> State of <u>see header</u></p>			
<p>This page must always be completed in full with original, manual signature and notarization. Affix notary stamp or seal where applicable.</p>			

Exhibit F

Exhibit Request:

A complete set of all forms pertaining to:

1. Application for membership, participation or subscription to the entity,
2. Application for approval as a person associated with a member, participant or subscriber of the entity, and
3. Any other similar materials.

Response:

Attached please find the following documents which have recently been added or updated:

1. Trading Permit Holder Application: *Updated email address to MembershipServices@cboe.com; updated phone number to 913.815.7002; updated website to www.cboe.com; removed mailing address; added links on the checklist to both consent to jurisdiction forms, clearing guarantees, activation/termination form and fee schedule; made note of fingerprint and qualification examination requirements on the checklist; added requirements for Form BD filing, all FOCUS reports since the last annual audit and IRS Form W-9 or W-8 to the checklist; added reference to Rule 3.1 (Trading Permits) at the bottom of the application checklist page; added link to the Transact Business with the Public application in the 'Capacity in which the Applicant seeks to act on C2 Options' section; added additional exchanges to the 'Other Self-Regulatory Organization Memberships' section and updated other exchange names, as applicable; added link to the Individual Consent to Jurisdiction form in the 'Responsible Persons' and 'Account Administrators' sections; added qualification examination requirement to the 'Responsible Persons' section; minor grammar and formatting changes*
2. Election Form for a Cboe Exchange, Inc. TPH Organization: *Updated email address to MembershipServices@cboe.com; updated phone number to 913.815.7002; updated website to www.cboe.com; removed mailing address; added links on the checklist to both consent to jurisdiction forms, clearing guarantees and activation/termination form; made note of Responsible Person fee (if applicable) on the checklist and linked to fee schedule; added requirement for IRS Form W-9 or W-8 to the checklist; added link to the Transact Business with the Public application in the 'Capacity in which the Applicant seeks to act on C2 Options' section; added additional exchanges to the 'Other Self-Regulatory Organization Memberships' section and updated other exchange names, as applicable; added link to the Individual Consent to Jurisdiction form in the 'Responsible Persons' and 'Account Administrators' sections; added qualification examination requirement to the 'Responsible Persons' section; minor grammar and formatting changes*
3. Trading Permit Holder Activation/Termination Form: *Changed 'C2' to 'C2 Options' to align with other C2 forms and applications; updated email address to @cboe.com; added a link to the CFE Fee Schedule and included language regarding permit renewal dates*
4. Trading Permit Holder Application to Transact Business with the Public: *Updated email address to MembershipServices@cboe.com; updated phone number to 913.815.7002; removed reference to additional information on the website as there is no additional information with respect to this application; added additional exchanges to the 'Other Self-Regulatory Organization Memberships' section and updated other exchange names, as applicable*
5. Connectivity Services Agreement: *Updated link to U.S. Equities/Options and CFE Connectivity Manuals in Section 2.1.*
6. Registration of OCC Clearing Number(s) for Options Regulatory Fee (ORF) Billing Calculation – *Updated email address to MembershipServices@cboe.com; updated email address to (913) 815-7002; re-formatted 'OCC Clearing Number Designation' section to allow for more space for the signature block*

Cboe C2 Exchange, Inc.

Trading Permit Holder Application

In order to become a Trading Permit Holder (“TPH”) of Cboe C2 Exchange, Inc. (“C2 Options”) an applicant broker-dealer (“Applicant”) must complete and submit all materials listed on the Application Checklist below via email to MembershipServices@cboe.com.

Applicants are required to answer **every** question and provide the requested information in each field. Applicants may answer not applicable (“N/A”) where appropriate. For all areas requesting a CRD #, Applicants are required to provide an ID number or mark N/A. Applicants are required to update any information submitted in this application when and if it becomes inaccurate or incomplete while this application is pending.

APPLICATION CHECKLIST

Items required for application approval:

- Trading Permit Holder Application
- Individual Consent to Jurisdiction for each Responsible Person, Account Administrator and Direct Owner, Executive Officer or Control Person required to be disclosed on Schedule A of Form BD (available [here](#))
- A Form U-4 for each Responsible Person and Direct Owner, Executive Officer or Control Person required to be disclosed on Schedule A of Form BD, if not available on WebCRD®
- Fingerprints for each Responsible Person and Direct Owner, Executive Officer or Control Person required to be disclosed on Schedule A of Form BD
- Appropriate qualification examinations and registrations for each Responsible Person and Direct Owner, Executive Officer or Control Person required to be disclosed on Schedule A of Form BD
- Organization Consent to Jurisdiction for each Entity named on Schedule A of Form BD (available [here](#))
- Most recent form BD filing, if not available on WebCRD®
- Most recent audited annual financial statements, including Independent Auditors’ Report on Internal Control, Compliance Report or Exemption Report or similar documentation
- All FOCUS Reports filed since the last annual audit
- Organizational Documents: Articles of Incorporation and Bylaws; Partnership Agreement and Registration Certificate; Limited Liability Company Operating Agreement and Registration Certificate or equivalent documentation
- IRS Form [W-9](#) or [W-8](#)
- Confirmation of OCC approval – applicable to clearing applicants only
- Application fee

Please refer to ‘Application Related Fees’ section of the [C2 Options Fee Schedule](#) for current pricing information. Applicant is responsible for all wire transfer fees assessed by Applicant’s bank. All application fees are non-refundable.

Items required to become effective:

- Trading Permit Holder Letter of Guarantee – applicable to non-clearing applicants (available [here](#))
- Clearing Participant Letter of Guarantee – applicable to clearing applicants (available [here](#))
- Confirmation of OCC activation – applicable to clearing applicants only
- TPH Activation / Termination Form (available [here](#))

Note: All application materials sent to C2 Options will be reviewed for completeness.

C2 Options may request applicants to submit documentation in addition to what is listed in the Application Checklist during the application review process, pursuant to C2 Options Rule 3.1. If you have questions on completing the application, you may direct them to Membership Services at MembershipServices@cboe.com or 913.815.7002. In addition, please refer to C2 Options’ website at www.cboe.com for additional information regarding the approval process.

Cboe C2 Exchange, Inc. Trading Permit Holder Application

GENERAL INFORMATION		
Name of Applicant:		
Tax ID #:	CRD #:	SEC #: 8-
Address of Principal Office:		
City:	State:	Zip:
Address of Billing Office:		
City:	State:	Zip:
BUSINESS CONTACT	BILLING CONTACT	
Name:	Name:	
Title:	Title:	
CRD #:	CRD #:	
Email:	Email:	
Phone:	Phone:	
COMPLIANCE CONTACT	REGULATORY CONTACT	
Name:	Name:	
Title:	Title:	
CRD #:	CRD #:	
Email:	Email:	
Phone:	Phone:	
TRADING CONTACT	TECHNICAL CONTACT	
Name:	Name:	
Title:	Title:	
CRD #:	CRD #:	
Email:	Email:	
Phone:	Phone:	
TYPE OF ORGANIZATION		
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Other – Specify: _____		
Organized under the laws of: _____		
CAPACITY IN WHICH THE APPLICANT SEEKS TO ACT ON C2 OPTIONS (check all that apply)		
Electronic Access permit required for:		
<input type="checkbox"/> Proprietary Trader <input type="checkbox"/> Broker <input type="checkbox"/> Clearing Participant <input type="checkbox"/> Transact Business with the Public*		
Market Maker permit required for:		
<input type="checkbox"/> Market Maker		
<small>*A Trading Permit Holder Organization Application to Transact Business with the Public is required and should be submitted in conjunction with this Election Form. </small>		

OTHER SELF-REGULATORY ORGANIZATION MEMBERSHIPS (check all that apply)

- | | | |
|--|--|--|
| <input type="checkbox"/> BOX Exchange LLC | <input type="checkbox"/> Long-Term Stock Exchange, Inc. | <input type="checkbox"/> Nasdaq MRX, LLC |
| <input type="checkbox"/> Cboe BYX Exchange, Inc. | <input type="checkbox"/> MEMX, LLC | <input type="checkbox"/> Nasdaq PHLX LLC |
| <input type="checkbox"/> Cboe BZX Exchange, Inc. | <input type="checkbox"/> Miami International Securities Exchange | <input type="checkbox"/> The Nasdaq Stock Market |
| <input type="checkbox"/> Cboe C2 Exchange, Inc. | <input type="checkbox"/> MIAX Emerald, LLC | <input type="checkbox"/> New York Stock Exchange LLC |
| <input type="checkbox"/> Cboe EDGA Exchange, Inc. | <input type="checkbox"/> MIAX PEARL, LLC | <input type="checkbox"/> NYSE Arca, Inc. |
| <input type="checkbox"/> Cboe EDGX Exchange, Inc. | <input type="checkbox"/> Nasdaq BX, Inc. | <input type="checkbox"/> NYSE Chicago, Inc. |
| <input type="checkbox"/> Cboe Exchange, Inc. | <input type="checkbox"/> Nasdaq GEMX, LLC | <input type="checkbox"/> NYSE MKT LLC |
| <input type="checkbox"/> Financial Industry Regulatory Authority | <input type="checkbox"/> Nasdaq ISE, LLC | <input type="checkbox"/> NYSE National, Inc. |
| <input type="checkbox"/> Investors Exchange LLC | | |

Name of Applicant's Designated Examining Authority (DEA): _____

DESIGNATED CLEARING FIRM

Identify the Clearing Participant issuing the guarantee for the Applicant's activity on C2 Options:

Name: _____ OCC #: _____

FINANCIAL INFORMATION

Debts to Exchange Participant(s) – verbal and written

Does the organization owe any monies to any C2 Options permit holder or to any participant of another national securities exchange, a national securities association, a national futures association, or a commodities exchange?

Yes No

If yes, please identify:

To Whom: _____ Amount: \$ _____

If yes, have satisfactory arrangements been made to repay this debt? Yes No

Please describe:

Debts to Exchange(s) – verbal and written

Does the organization owe any monies to C2 Options, another national securities exchange, a national securities association, a national futures association or a commodities exchange **that are overdue** (including, but not limited to, any overdue fees, charges, dues, assessments, fines or other amounts)?

Yes No

If yes, please identify:

To Whom: _____ Amount: \$ _____

If yes, have satisfactory arrangements been made to repay this debt? Yes No

Please describe:

Financing Arrangements

Securities and Exchange Commission (“SEC”) Rule 15c3-1d governs the financing of a C2 Options permit holder broker-dealer by another broker-dealer. Any C2 Options broker-dealer that borrows funds from another broker-dealer that are to be used for trading or other business purposes is required by SEC Rule 15c3-1d to do so pursuant to a subordinated loan agreement that has been filed with and approved by the Department of Regulatory Services. Subordinated Loan Agreement forms are available from the Department of Regulatory Services.

Has the organization borrowed funds from any broker-dealer that are to be used for trading or other business purposes?

Yes No

If yes, please describe:

If yes, has the organization filed a subordinated loan agreement with the Department of Regulatory Services with respect to this loan and obtained approval of the loan from that department?

Yes No

If no, please contact the Department of Regulatory Services at 312.786.7937 for the applicable form.

C2 Options Rule 8.10 governs the financing of Market Makers by non-broker-dealers. Each Market Maker who makes an arrangement with a non broker-dealer to finance the Market Maker’s transaction as a Market Maker is required by Rule 8.10 to identify to the Department of Regulatory Services (i) the source(s) of any such financing, (ii) the terms of any such financing and (iii) the termination of, or any changes to, any such financing arrangement. The form to be used to report any such financing arrangement is available from the Department of Regulatory Services.

If the organization is applying to be approved as a Market Maker, has the organization received any financing from, or made any financing arrangement with, any non-broker-dealer to finance its transactions as a Market Maker?

Yes No

If yes, please describe:

If yes, has the organization filed with the Department of Regulatory Services a completed form to report this financing along with a copy of the load agreement?

Yes No

If no, please contact the Department of Regulatory Services at 312.786.7937 for the applicable form.

RESPONSIBLE PERSONS

A TPH must designate at least one individual (Responsible Person) as its administrator for the organization's use of the system and as a contact person to represent the organization with respect to matters relating to C2 Options. The Responsible Person must be a United States based officer, director or management level employee of the TPH, who is responsible for the direct supervision and control of Associated Persons of the TPH. Each Responsible Person must sign an [Individual Consent to Jurisdiction](#) and hold the appropriate qualification examination and registration (i.e. Series 57, 24 / TD, TP) on WebCRD®.

Name:	CRD #:
Title:	
Phone:	Email:

Name:	CRD #:
Title:	
Phone:	Email:

ACCOUNT ADMINISTRATORS

A TPH must designate an Account Administrator who will be authorized to grant permission and user access within the Cboe Customer Web Portal. More than one Account Administrator may be designated and there is not a maximum number of Account Administrators allowed per permit holder. Account Administrations will be able to grant access to tools within the Customer Web Portal including, but not limited to trade data downloads; order lookup; historical market data subscription; latency statistics; logical port request, modify or delete form; physical connection request form; invoices and billing files. Each initial Account Administrator must sign and [Individual Consent to Jurisdiction](#).

Name:	CRD #:
Title:	
Phone:	Email:

Name:	CRD #:
Title:	
Phone:	Email:

Organization Consent to Jurisdiction and Certifications

The undersigned represents that the information and statements in this application or supplements to this application may be verified by investigation and hereby declares that they are true complete and accurate.

By executing this application, the undersigned agrees on behalf of the organization and its related parties as follows:

To abide by the rules of Cboe C2 Exchange, Inc. ("C2 Options") as they shall be in effect from time to time.

The organization authorizes any governmental agency, national securities exchange, national securities association, commodities exchange or other entity to furnish to C2 Options, upon its request, any information they may have concerning the organization and the organization hereby releases each such entity from any and all liability of whatsoever nature by reason of furnishing such information to C2 Options.

The organization authorizes C2 Options to make available to any governmental agency, national securities exchange, national securities association, commodities exchange or other entity (upon such entity's showing of proper authority and need) any information C2 Options may have concerning the organization and the organization hereby releases C2 Options from any and all liability of whatsoever nature by reason of furnishing such information.

The organization certifies that all associated persons required to be fingerprinted have been fingerprinted and the organization affirms that it is not associated with a person subject to a statutory disqualification, unless any such individual's association is otherwise appropriately approved by an SRO.

The organization agrees to promptly update its application materials if any of the information provided in those materials become inaccurate or incomplete after the date of submission of its application to C2 Options and prior to any approval of the application.

The organization recognizes that the statements in the application materials furnished to C2 Options may be verified by investigation and hereby declares that they are true, complete and accurate.

Signature of Authorized Officer, Partner Or Managing Member
of Applicant

Date

Printed Name

Title

Cboe C2 Exchange, Inc.

Election Form for a Cboe Exchange, Inc. TPH Organization

Any Cboe Exchange, Inc. Trading Permit Holder (“TPH”) in good standing is eligible to receive a trading permit with Cboe C2 Exchange, Inc. (“C2 Options”). An applicant must complete and submit all materials listed on the Election Form Checklist below via email to MembershipServices@cboe.com.

Applicants are required to answer **every** question and provide the requested information in each field. Applicants may answer not applicable (“N/A”) where appropriate. For all areas requesting a CRD #, Applicants are required to provide an ID number or mark N/A. Applicants are required to update any information submitted in this election form when and if it becomes inaccurate or incomplete while this election form is pending.

ELECTION FORM CHECKLIST

Items required for election form approval:

- Election Form for a Cboe Exchange, Inc. TPH Organization
- Individual Consent to Jurisdiction for each Responsible Person, Account Administrator and Direct Owner, Control Person or Executive Officer named on Schedule A of Form BD (available [here](#))
- Organization Consent to Jurisdiction for each Entity named on Schedule A of Form BD (available [here](#))
- IRS Form [W-9](#) or [W-8](#)
- Confirmation of OCC approval – applicable to clearing applicants only
- Responsible Person fee, if applicable

Please refer to the ‘Application Related Fees’ section of the [C2 Options Fee Schedule](#) for current pricing information. Applicant is responsible for all wire transfer fees assessed by Applicant’s bank. All application fees are non-refundable.

Items required to become effective:

- Trading Permit Holder Letter of Guarantee – applicable to non-clearing applicants (available [here](#))
- Clearing Participant Letter of Guarantee – applicable to clearing applicants (available [here](#))
- Confirmation of OCC activation – applicable to clearing applicants only
- TPH Activation / Termination Form (available [here](#))

Note: All materials sent to C2 Options will be reviewed for completeness.

C2 Options may request applicants to submit documentation in addition to what is listed in the Election Form Checklist during the review process. If you have questions on completing the election form, you may direct them to Membership Services at MembershipServices@cboe.com or 913.815.7002. In addition, please refer to C2 Options’ website at www.cboe.com for additional information regarding the approval process.

Cboe C2 Exchange, Inc.
Election Form for a Cboe Exchange, Inc. TPH Organization

GENERAL INFORMATION		
Name of Applicant:		
Tax ID #:	CRD #:	SEC #: 8-
Address of Principal Office:		
City:	State:	Zip:
Address of Billing Office:		
City:	State:	Zip:
BUSINESS CONTACT	BILLING CONTACT	
Name:	Name:	
Title:	Title:	
CRD #:	CRD #:	
Email:	Email:	
Phone:	Phone:	
COMPLIANCE CONTACT	REGULATORY CONTACT	
Name:	Name:	
Title:	Title:	
CRD #:	CRD #:	
Email:	Email:	
Phone:	Phone:	
TRADING CONTACT	TECHNICAL CONTACT	
Name:	Name:	
Title:	Title:	
CRD #:	CRD #:	
Email:	Email:	
Phone:	Phone:	
CAPACITY IN WHICH THE APPLICANT SEEKS TO ACT ON C2 OPTIONS (check all that apply)		
Electronic Access permit required for:		
<input type="checkbox"/> Proprietary Trader <input type="checkbox"/> Broker <input type="checkbox"/> Clearing Participant <input type="checkbox"/> Transact Business with the Public*		
Market Maker permit required for:		
<input type="checkbox"/> Market Maker		
<small>*A Trading Permit Holder Organization Application to Transact Business with the Public is required and should be submitted in conjunction with this Election Form.</small>		
DESIGNATED CLEARING FIRM		
Identify the Clearing Participant issuing the guarantee for the Applicant's activity on C2 Options:		
Name: _____		OCC #: _____

RESPONSIBLE PERSONS

A TPH must designate at least one individual (Responsible Person) as its administrator for the organization's use of the system and as a contact person to represent the organization with respect to matters relating to C2 Options. The Responsible Person must be a United States based officer, director or management level employee of the TPH, who is responsible for the direct supervision and control of Associated Persons of the TPH. Each Responsible Person must sign an [Individual Consent to Jurisdiction](#) and hold the appropriate qualification examination and registration (i.e. Series 57, 24 / TD, TP) on WebCRD®.

Name:	CRD #:
Title:	
Phone:	Email:

Name:	CRD #:
Title:	
Phone:	Email:

ACCOUNT ADMINISTRATORS

A TPH must designate an Account Administrator who will be authorized to grant permission and user access within the Cboe Customer Web Portal. More than one Account Administrator may be designated and there is not a maximum number of Account Administrators allowed per permit holder. Account Administrations will be able to grant access to tools within the Customer Web Portal including, but not limited to trade data downloads; order lookup; historical market data subscription; latency statistics; logical port request, modify or delete form; physical connection request form; invoices and billing files. Each initial Account Administrator must sign an [Individual Consent to Jurisdiction](#).

Name:	CRD #:
Title:	
Phone:	Email:

Name:	CRD #:
Title:	
Phone:	Email:

Organization Consent to Jurisdiction and Certifications

The undersigned represents that the information and statements in this election form or supplements to this election form may be verified by investigation and hereby declares that they are true complete and accurate.

By executing this election form, the undersigned agrees on behalf of the organization and its related parties as follows:

To abide by the rules of Cboe C2 Exchange, Inc. ("C2 Options") as they shall be in effect from time to time.

The organization authorizes any governmental agency, national securities exchange, national securities association, commodities exchange or other entity to furnish to C2 Options, upon its request, any information they may have concerning the organization and the organization hereby releases each such entity from any and all liability of whatsoever nature by reason of furnishing such information to C2 Options.

The organization authorizes C2 Options to make available to any governmental agency, national securities exchange, national securities association, commodities exchange or other entity (upon such entity's showing of proper authority and need) any information C2 Options may have concerning the organization and the organization hereby releases C2 Options from any and all liability of whatsoever nature by reason of furnishing such information.

The organization certifies that all associated persons required to be fingerprinted have been fingerprinted and the organization affirms that it is not associated with a person subject to a statutory disqualification, unless any such individual's association is otherwise appropriately approved by an SRO.

The organization agrees to promptly update its election form materials if any of the information provided in those materials become inaccurate or incomplete after the date of submission of its election form to C2 Options and prior to any approval of the election form.

The organization recognizes that the statements in the election form materials furnished to C2 Options may be verified by investigation and hereby declares that they are true, complete and accurate.

Signature of Authorized Officer, Partner Or Managing Member
of Applicant

Date

Printed Name

Title

Cboe C2 Exchange, Inc.
Trading Permit Holder Activation / Termination Form

A Trading Permit Holder (“TPH”) of Cboe C2 Exchange, Inc. (“C2 Options”) requesting to activate or terminate its trading permit is required to complete this Trading Permit Holder Activation / Termination Form and submit to MembershipServices@cboe.com.

Name of TPH: _____

Requesting to be **made effective** as a C2 Options TPH with a(n):

- | | |
|--|-----------------------|
| <input type="checkbox"/> Electronic Access Permit | Effective Date: _____ |
| <input type="checkbox"/> Proprietary Trader | Effective Date: _____ |
| <input type="checkbox"/> Broker | Effective Date: _____ |
| <input type="checkbox"/> Clearing Participant | Effective Date: _____ |
| <input type="checkbox"/> Transact Business with the Public | Effective Date: _____ |
| <input type="checkbox"/> Market Maker Permit | Effective Date: _____ |

OR

Requesting to be **terminated*** as a C2 Options TPH:

- | | |
|--|-------------------------|
| <input type="checkbox"/> Electronic Access Permit | Termination Date: _____ |
| <input type="checkbox"/> Proprietary Trader | Termination Date: _____ |
| <input type="checkbox"/> Broker | Termination Date: _____ |
| <input type="checkbox"/> Clearing Participant | Termination Date: _____ |
| <input type="checkbox"/> Transact Business with the Public | Termination Date: _____ |
| <input type="checkbox"/> Market Maker Permit | Termination Date: _____ |

*Terminations will be processed at the close of business on the ‘Termination Date’. Pursuant to the [C2 Options Fee Schedule](#), Trading Permits will be renewed automatically for the next month unless the Trading Permit Holder submits written notification to the Membership Services Department by 4 p.m. on the second-to-last business day of the prior month to cancel the Trading Permit effective at or prior to the end of the applicable month.

Signature of Authorized Officer, Partner or Managing
Member of TPH

Printed Name

Title

Date

Cboe C2 Exchange, Inc.

Trading Permit Holder Organization Application to Transact Business with the Public

Any currently approved Trading Permit Holder (“TPH”) Organization of Cboe C2 Exchange, Inc. (“C2 Options”) is eligible to transact business with the public provided that C2 Options specifically approves the TPH to transact business with the public. To qualify, a TPH Organization must complete and submit all materials listed on the Application Checklist below via email to MembershipServices@cboe.com.

Applicants are required to answer **every** question and provide the requested information in each field. Applicants may answer not applicable (“N/A”) where appropriate. For all areas requesting a CRD #, Applicants are required to provide an ID number or mark N/A. Applicants are required to update any information submitted in this application when and if it becomes inaccurate or incomplete while this application is pending.

APPLICATION CHECKLIST

Items required for all applicants:

- Trading Permit Holder Organization Application to Transact Business with the Public
- List of registered options principals and registered representatives qualified for options trading
- Copy of Organization’s options written supervisory procedures
- Copy of the most recent net capital computation
- Balance sheet
- Income statement
- Copy of the most recent annual audited report, *if applicable*
- Description of the Organization’s Brokers’ Blanket Bond arrangement

Additional items required for an Introducing Firm and/or Clearing Participant:

- List of branch office locations and branch office managers
- Copy of the method utilized for the allocation of exercise notices as sent to customers if not included in the customer options agreement
- Blank copies of:
 - Customer information form
 - Options agreement
 - Discretionary trading authorization
 - New account form
 - Fully disclosed and/or omnibus trading agreements
 - Transaction confirmation and account statement
 - Special risk disclosure document for uncovered options

Additional items required for an applicant conducting an execution business of orders received directly from non-broker-dealers:

- Copy of execution/clearing agreement with customer and clearing participant that customer account clears with
- Order entry procedures

Note: All application materials sent to C2 Options will be reviewed for completeness.

C2 Options may request applicants to submit documentation in addition to what is listed in the Application Checklist during the application review process. If you have questions on completing the application, you may direct them to Membership Services at MembershipServices@cboe.com or 913.815.7002.

Cboe C2 Exchange, Inc.

Trading Permit Holder Organization Application to Transact Business with the Public

GENERAL INFORMATION					
Name of Permit Holder Organization:					
Tax ID #:	CRD #:	SEC #: 8-			
Address of Principal Office:					
City:	State:	Zip:			
APPLICATION TYPE					
Applying as:					
<input type="checkbox"/> Introducing Firm and/or Clearing Participant					
<input type="checkbox"/> Firm conducting an executing business of orders received directly from non-broker-dealers					
TYPE OF ORGANIZATION					
<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Other – Specify: _____					
Organized under the laws of: _____					
OTHER SELF-REGULATORY ORGANIZATION MEMBERSHIPS (check all that apply)					
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> BOX Exchange LLC <input type="checkbox"/> Cboe BYX Exchange, Inc. <input type="checkbox"/> Cboe BZX Exchange, Inc. <input type="checkbox"/> Cboe C2 Exchange, Inc. <input type="checkbox"/> Cboe EDGA Exchange, Inc. <input type="checkbox"/> Cboe EDGX Exchange, Inc. <input type="checkbox"/> Cboe Exchange, Inc. <input type="checkbox"/> Financial Industry Regulatory Authority <input type="checkbox"/> Investors Exchange LLC </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Long-Term Stock Exchange, Inc. <input type="checkbox"/> MEMX, LLC <input type="checkbox"/> Miami International Securities Exchange <input type="checkbox"/> MIAX Emerald, LLC <input type="checkbox"/> MIAX PEARL, LLC <input type="checkbox"/> Nasdaq BX, Inc. <input type="checkbox"/> Nasdaq GEMX, LLC <input type="checkbox"/> Nasdaq ISE, LLC </td> <td style="width: 33%; vertical-align: top;"> <input type="checkbox"/> Nasdaq MRX, LLC <input type="checkbox"/> Nasdaq PHLX LLC <input type="checkbox"/> The Nasdaq Stock Market <input type="checkbox"/> New York Stock Exchange LLC <input type="checkbox"/> NYSE Arca, Inc. <input type="checkbox"/> NYSE Chicago, Inc. <input type="checkbox"/> NYSE MKT LLC <input type="checkbox"/> NYSE National, Inc. </td> </tr> </table>			<input type="checkbox"/> BOX Exchange LLC <input type="checkbox"/> Cboe BYX Exchange, Inc. <input type="checkbox"/> Cboe BZX Exchange, Inc. <input type="checkbox"/> Cboe C2 Exchange, Inc. <input type="checkbox"/> Cboe EDGA Exchange, Inc. <input type="checkbox"/> Cboe EDGX Exchange, Inc. <input type="checkbox"/> Cboe Exchange, Inc. <input type="checkbox"/> Financial Industry Regulatory Authority <input type="checkbox"/> Investors Exchange LLC	<input type="checkbox"/> Long-Term Stock Exchange, Inc. <input type="checkbox"/> MEMX, LLC <input type="checkbox"/> Miami International Securities Exchange <input type="checkbox"/> MIAX Emerald, LLC <input type="checkbox"/> MIAX PEARL, LLC <input type="checkbox"/> Nasdaq BX, Inc. <input type="checkbox"/> Nasdaq GEMX, LLC <input type="checkbox"/> Nasdaq ISE, LLC	<input type="checkbox"/> Nasdaq MRX, LLC <input type="checkbox"/> Nasdaq PHLX LLC <input type="checkbox"/> The Nasdaq Stock Market <input type="checkbox"/> New York Stock Exchange LLC <input type="checkbox"/> NYSE Arca, Inc. <input type="checkbox"/> NYSE Chicago, Inc. <input type="checkbox"/> NYSE MKT LLC <input type="checkbox"/> NYSE National, Inc.
<input type="checkbox"/> BOX Exchange LLC <input type="checkbox"/> Cboe BYX Exchange, Inc. <input type="checkbox"/> Cboe BZX Exchange, Inc. <input type="checkbox"/> Cboe C2 Exchange, Inc. <input type="checkbox"/> Cboe EDGA Exchange, Inc. <input type="checkbox"/> Cboe EDGX Exchange, Inc. <input type="checkbox"/> Cboe Exchange, Inc. <input type="checkbox"/> Financial Industry Regulatory Authority <input type="checkbox"/> Investors Exchange LLC	<input type="checkbox"/> Long-Term Stock Exchange, Inc. <input type="checkbox"/> MEMX, LLC <input type="checkbox"/> Miami International Securities Exchange <input type="checkbox"/> MIAX Emerald, LLC <input type="checkbox"/> MIAX PEARL, LLC <input type="checkbox"/> Nasdaq BX, Inc. <input type="checkbox"/> Nasdaq GEMX, LLC <input type="checkbox"/> Nasdaq ISE, LLC	<input type="checkbox"/> Nasdaq MRX, LLC <input type="checkbox"/> Nasdaq PHLX LLC <input type="checkbox"/> The Nasdaq Stock Market <input type="checkbox"/> New York Stock Exchange LLC <input type="checkbox"/> NYSE Arca, Inc. <input type="checkbox"/> NYSE Chicago, Inc. <input type="checkbox"/> NYSE MKT LLC <input type="checkbox"/> NYSE National, Inc.			
Name of Applicant's Designated Examining Authority (DEA): _____					

CERTIFIED PUBLIC ACCOUNTANT		
Name of Organization's Certified Public Accountant:		
Address:		
City:	State:	Zip Code:

OPTIONS PRINCIPALS	
State the name, title and contact information of the person(s) engaged in the management of the Organization's business pertaining to options and who must therefore qualify with C2 Options as a registered Options Principal. The Organization's Financial and Operations Principal (FINOP) must be included below.	
Name:	CRD #:
Title:	
Phone:	Email:

Name:	CRD #:
Title:	
Phone:	Email:

Name:	CRD #:
Title:	
Phone:	Email:

The undersigned recognizes that the statements herein (and in every supplementary sheet attached hereto) will be verified by investigation and hereby declares that they are true, complete and accurate.

Signature of Authorized Officer, Partner Or Managing Member
of Applicant

Date

Printed Name

Title

Connectivity Services Agreement

This Connectivity Services Agreement (“Agreement”) is a binding agreement among you (“User”) and each of Cboe BZX Exchange, Inc., Cboe BYX Exchange, Inc., Cboe EDGA Exchange, Inc., Cboe EDGX Exchange, Inc., Cboe Futures Exchange, LLC, Cboe C2 Exchange, Inc. and Cboe Exchange, Inc. (collectively, the “Exchange”), with principal offices at 400 S. LaSalle Street, Chicago, Illinois 60605, and shall be effective as of the date executed on the signature page hereof (the “Effective Date”).

1. Services. This Agreement authorizes User to receive the Services. As used in this Agreement, “Services” shall mean (i) those services described on User’s connectivity order form (the “Order Form”) and (ii) any other connectivity services provided by the Exchange to User to the extent such services are not addressed by another agreement between the Exchange and User. User acknowledges and agrees that nothing in this Agreement constitutes an understanding by the Exchange to continue any aspect of the Services in their current form. The Exchange may from time to time make additions, deletions or modifications to the Services. In such event, the Exchange shall use commercially reasonable efforts to notify User prior to any such change becoming effective. User’s continued use of the Services following the modification will constitute User’s acceptance of the modification.

2. Connectivity and Redistribution. User is solely responsible for providing and maintaining all necessary electronic communications required to link to the Services, including wiring, computer hardware, software, communication line access, and networking devices (as applicable). This Agreement authorizes User to access the Exchange physically in order to provide Authorized Third Parties (as defined herein) with access to the Exchange and/or certain data feeds associated therewith and/or certain other authorized non-Exchange services. In order to receive and/or redistribute Exchange data, User shall also enter into a market data agreement with the Exchange (the “Data Agreement”). Nothing herein shall limit User’s requirements and obligations arising under the Data Agreement, if applicable. User shall take reasonable security precautions to prevent unauthorized individuals or entities from gaining access to the Exchange. User shall comply with all reasonable security specifications or requirements of the Exchange in order to prevent the Exchange and Exchange data from being improperly used or accessed, or from being improperly taken. User shall not provide any third party with access to the Exchange or Exchange data unless such third party is an Authorized Third Party, pursuant to the Exchange’s prior written consent. For purposes of this Agreement, an “Authorized Third Party” is a party that the Exchange has approved to connect to the Exchange via connectivity supplied by User and/or to receive Exchange data or other Exchange authorized services transmitted through User.

2.1 Approval and Termination Notice Requirements. In order for a party to be approved as an Authorized Third Party, User must submit a request to the Exchange that includes the name and contact information of the party to whom connectivity will be provided. The Exchange will typically approve or reject a request within two (2) business days, but is under no obligation to respond within that time frame. Where a request is rejected by the Exchange, User may not provide the applicable party with connectivity to the Exchange. In the event User desires to terminate the provision of Services to an Authorized Third Party, User must submit written notice to the Exchange that identifies the name of the Authorized Third Party and the effective date of such termination. All notifications submitted to the Exchange pursuant to this Agreement shall be given in accordance with the applicable Connectivity Manual, available [here](#) or [here](#) (Cboe Futures Exchange only), each as may be amended from time to time (the “Connectivity Manual”). If any Authorized Third Party fails to comply with any of the conditions, terms or provisions of this Agreement, as applicable to such Authorized Third Party, a Data Agreement, or any other agreement between an Authorized Third Party and the Exchange or an affiliate of the Exchange, and the Authorized Third Party has failed to cure such non-compliance within the cure period, if any, set forth in the applicable agreement, or if an Authorized Third Party has made any representation in any such agreement which was or has become untrue, then User shall, within five (5) business days after receipt of notice from the Exchange of such failure or untruth, cease providing access to the Exchange and/or Exchange data to such Authorized Third Party and shall, within seven (7) business days following the receipt of such notice, confirm such cessation by notice to the Exchange.

2.2 List of Authorized Third Parties. User shall maintain, keep current, and provide to the Exchange promptly upon request a list of Authorized Third Parties to whom User provides access to the Exchange and/or certain data feeds associated therewith. Unless otherwise provided by the Exchange, User shall use reasonable efforts to respond to such a request within fifteen (15) days of receipt of the request.

2.3 Network Requirements. User must comply with all applicable Cboe Global Markets Network Requirements, contained in the Connectivity Manual. The Exchange will provide notice of any material amendments to the Cboe Global Markets Network Requirements and User shall comply with the amended Cboe Global Markets Network Requirements within thirty (30) days of receipt of such notice.

3. Fees.

3.1 Services Fees. User agrees to make timely payment of all Services fees, as well as any applicable late fees, in accordance with the payment terms set forth in the Order Form or, if none are specified, within thirty (30) days of the invoice date. In the event of User's failure to make payment within such time period, the Exchange reserves the right to terminate the subject Service or Services upon notice to User. User will be solely responsible for any and all telecommunications costs and all other expenses incurred in linking to, and maintaining its link to, the Services. User shall pay the Exchange a late charge in the amount of 1% per month on all past due amounts that are not the subject of a legitimate and bona fide dispute.

3.2 Adjustments to Services Fees. The Exchange may adjust the fees for the Services upon reasonable notice to User; provided, however, that the Exchange may pass through to User, without notice, any third party charges, fees, taxes, or terms and conditions incurred by the Exchange in connection with the provision of Services. If User is receiving a physical connection from the Exchange, User may acquire a physical connection for transition purposes at no additional cost, provided that User transitions its connection within three (3) weeks from the date at which the replacement connection is live (i.e., the Exchange switchport is configured and connected to a User circuit or cross-connect). If, after three (3) weeks, the legacy connection is not terminated, User will be charged for an additional connection.

4. Term. The initial, one (1) month term of this Agreement shall commence upon the Effective Date and shall automatically renew for additional one (1) month terms at the beginning of each subsequent calendar month thereafter, unless terminated by User or the Exchange as provided below.

5. Termination.

5.1 By User. User may terminate this Agreement upon thirty (30) days' prior written notice to the Exchange. User may cancel any physical connection provided hereunder by submitting a request to the Exchange in accordance with the requirements set forth in the applicable Connectivity Manual.

5.2 By the Exchange. The Exchange may terminate this Agreement, any or all of the Services provided hereunder, or any authorization to allow connectivity to an Authorized Third Party at any time or from time to time upon thirty (30) days' prior written notice to User. Notwithstanding the foregoing, the Exchange may suspend or terminate the Services immediately upon notice to User if it determines, in the Exchange's sole reasonable discretion, that: (i) User has breached any material term of this Agreement; (ii) User is engaged in activities that the Exchange determines are or may be detrimental to the Exchange, its investors or its Exchange Members, Trading Permit Holders or Trading Privilege Holders (each as defined in the Exchange Rules), as applicable, including without limitation, detrimental to the performance and operation of the Services; (iii) User has become insolvent; has made an assignment for the benefit of creditors; is not paying debts as they become due, or admits, in writing, its inability to pay debts when due; has filed, or has filed against it, any petition under any applicable bankruptcy laws or an application for a receiver, trustee, or custodian of User is made by anyone; or User becomes the subject of any proceedings of bankruptcy, insolvency, reorganization, dissolution, receivership, liquidation or arrangement, adjustment, or composition, or otherwise poses a credit risk to the Exchange, its investors or its Exchange Members, Trading Permit Holders or Trading Privilege Holders, as applicable; (iv) User is retransmitting or republishing any Exchange data feeds, including market data, or providing any connectivity to the Exchange without the prior approval of the Exchange; (v) User has violated any Exchange Rules; (vi) if User is a Member, Trading Permit Holder or Trading Privilege Holder of an Exchange, User ceases to be a Member, Trading Permit Holder or Trading Privilege Holder in good standing with the applicable Exchange, or User is otherwise no longer authorized to use the Services; or (vii) any representations or warranties made by User in connection with this Agreement are or become false or misleading.

5.3 Consequences of Termination. Upon the termination of this Agreement for any reason, all rights granted to User hereunder will cease and User shall immediately pay to the Exchange any and all amounts owed to the Exchange under this Agreement, including without limitation all Services fees owed in respect of the entirety of the then current calendar month (e.g., if the Agreement is terminated on February 15th, Users shall nevertheless be required to pay the Exchange the monthly Services fees for the entirety of the month of February). The following Sections will survive the termination or expiration of this Agreement for any reason: Sections 3, 5.3, and 6 through 14. In no event will termination of this Agreement relieve User of any obligations incurred prior to the effective date of termination or through its use of or connection to the Services.

6. Disclaimer of Warranty. THE SERVICES ARE PROVIDED AS-IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE, AND OF

ANY OTHER WARRANTY OR OBLIGATION WITH RESPECT TO ANY SOFTWARE OR OTHER MATERIALS, OR ANY SERVICES, MADE AVAILABLE TO USER, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED. THERE IS NO WARRANTY THAT THE SERVICES PROVIDED BY THE EXCHANGE WILL MEET USER'S REQUIREMENTS, BE ERROR FREE, OR OPERATE WITHOUT INTERRUPTION. THE EXCHANGE GIVES NO WARRANTIES OF ANY KIND AS TO THE FITNESS, CAPACITY, OR CONDUCT OF ANY OTHER PERSON HAVING ACCESS TO THE SERVICES AND SHALL NOT BE HELD LIABLE TO OR THROUGH USER OR OTHERWISE FOR ANY USE OR ABUSE WHATSOEVER OF THE SERVICES BY ANOTHER PERSON HAVING ACCESS TO THE SERVICES INCLUDING, WITHOUT LIMITATION, ANY FAILURE TO CONCLUDE TRANSACTIONS OR OBSERVE APPLICABLE MARKET REGULATIONS OR CONVENTIONS OR TO PAY REQUISITE TAXES OR OTHER CHARGES ON ANY TRANSACTIONS OR TO OTHERWISE ACT LAWFULLY.

7. No Consequential Damages. ABSENT FRAUD OR WILLFUL MISCONDUCT BY THE EXCHANGE OR A CLAIM ARISING OUT OF THE EXCHANGE'S INDEMNIFICATION OBLIGATIONS (AS DESCRIBED BELOW), UNDER NO CIRCUMSTANCES WILL THE EXCHANGE OR ITS AGENTS, AFFILIATES OR LICENSORS BE LIABLE FOR ANY LOSS, DAMAGE, CLAIM OR EXPENSE, INCLUDING WITHOUT LIMITATION ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON USER'S CLAIMS OR THE CLAIMS OF ITS CUSTOMERS, EMPLOYEES OR AGENTS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE SERVICES, INTERRUPTION IN USE OR AVAILABILITY OF THE SERVICES, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION. NOTWITHSTANDING THE FOREGOING, BUT SUBJECT TO THE EXPRESS LIMITS SET FORTH BELOW, THE EXCHANGE MAY BE LIABLE TO USER, IF USER IS AN EXCHANGE MEMBER, TRADING PERMIT HOLDER OR TRADING PRIVILEGE HOLDER, TO THE EXTENT SUCH LIABILITY ARISES BASED ON ITS THEN APPLICABLE EXCHANGE RULE CONCERNING LIMITATION OF LIABILITY. EXCEPT FOR FRAUD, WILLFUL MISCONDUCT, OR A CLAIM ARISING OUT OF THE EXCHANGE'S INDEMNIFICATION OBLIGATIONS STATED BELOW, THE EXCHANGE'S TOTAL LIABILITY IN RESPECT OF ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF: (i) ACTUAL DAMAGES INCURRED BY CLIENT AS A DIRECT RESULT OF THE EXCHANGE'S ACT OR OMISSION, AND (ii) \$10,000.

8. Indemnification by User. User agrees to indemnify and hold harmless the Exchange, its owners, subsidiaries, and affiliates, its and their respective officers, directors, employees, and agents, and any related persons and entities, from and against all expenses and costs and damages (including any reasonable legal fees and expenses), direct, consequential, and/or incidental in nature, claims, demands, proceedings, suits, and actions, and all liabilities resulting from, in connection with, or arising out of any failure by User, for any reason, fraudulent, negligent or otherwise, to comply with its obligations under this Agreement, unless such expenses, costs, damages, claims, demands, proceedings, suits, actions, or liabilities arise from the Exchange's willful misconduct, fraud or breach of the Exchange's obligations under this Agreement.

9. Indemnification by the Exchange. The Exchange agrees to indemnify, defend and hold harmless User and its subsidiaries and affiliates, and its and their respective officers, directors, employees, and agents, from and against all expenses and costs and damages (including any reasonable legal fees and expenses), direct, consequential, and/or incidental in nature, claims, demands, proceedings, suits, and actions, and all liabilities resulting from, in connection with, or arising out of any third party claim that the Exchange or the Services, or User's use thereof, infringes any copyright, patent, trademark, trade secret or other intellectual property right. All obligations of each Exchange are several and not joint, and in no event shall an Exchange have any liability or obligation with respect to the acts or omissions of any other Exchange to this Agreement.

10. Assignment. User's rights hereunder to use the Services during the term of this Agreement are personal, nonexclusive and nontransferable. User shall not assign, delegate or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the Exchange's prior approval, which will not be unreasonably withheld. The Exchange may assign or transfer this Agreement, or any of its rights or obligations hereunder, to a related or unrelated party, upon notice to User.

11. Force Majeure. Neither party to this Agreement will be liable for delay or failure to perform its obligations hereunder (other than a failure to pay amounts when due) caused by an event that is beyond the party's control; provided, however, that such party will not have contributed in any way to such event.

12. Severability. Each provision of this Agreement will be deemed to be effective and valid under applicable law, but if any provision of this Agreement is determined to be invalid, void, or unenforceable under any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of this Agreement.

13. Amendment. This Agreement may be amended from time to time by the Exchange in its sole discretion, and the Exchange shall provide reasonable notice to User prior to any such amended Agreement becoming effective. Use of any Services following any amendment of this Agreement becoming effective shall constitute User's agreement to such amendment.

14. Miscellaneous. All notices or approvals required or permitted under this Agreement must be given in writing to the Exchange at the address specified above or to User at its last reported principal office address. No waiver under this Agreement will be effective unless executed in writing and signed by the party waiving any of its rights hereunder. This Agreement will bind each party's successors-in-interest. This Agreement will be governed by and interpreted in accordance with the internal laws of the State of New York, USA. Both parties submit to the jurisdiction of the state and federal courts in and for the State of New York, USA for the resolution of any dispute arising under this Agreement. This Agreement, together with the Order Form, any addendums or schedules hereto and any other documents incorporated by reference, constitutes the complete and entire statement of all conditions and representations of the agreement between the Exchange and User with respect to its subject matter, and supersedes all prior writings or understandings with respect to such subject matter. In the event of any conflict between the business terms of the main body of this Agreement and any business terms set forth in an Order Form, such terms set forth in the Order Form shall govern.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Cboe BZX Exchange, Inc.; Cboe BYX Exchange, Inc.;
Cboe EDGA Exchange, Inc.; Cboe EDGX Exchange, Inc.;
Cboe Futures Exchange, LLC; Cboe C2 Exchange, Inc.;
Cboe Exchange, Inc.

User: _____

Signature: _____

Printed Name: _____

Title: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Registration of OCC Clearing Number(s) For Options Regulatory Fee ('ORF') Billing Calculation

Each Cboe Clearing Trading Permit Holder and Clearing Member ("Member") must identify all Options Clearing Corporation ("OCC") clearing numbers associated with its membership, including those that are not registered to be given up on transactions executed on the Exchange.

The ORF is assessed by the Exchange to each Member for options transactions cleared by the Member that are cleared by OCC in the customer range, regardless of the exchange on which the transaction occurs.

Trading Platform: Check the applicable Exchange trading platform(s):

- Cboe BZX Exchange, Inc.
- Cboe C2 Exchange, Inc.
- Cboe EDGX Exchange, Inc.
- Cboe Exchange, Inc.

OCC CLEARING MEMBER				
Member Name:				
BILLING CONTACT				
Name:		Title:		
Phone:		Email:		
OCC CLEARING NUMBER DESIGNATION				
OCC #:	OCC #:	OCC #:	OCC #:	OCC #:
OCC #:	OCC #:	OCC #:	OCC #:	OCC #:

Please fill out the above information and email the completed form as an attachment to MembershipServices@cboe.com.

Additional Information:

Questions related to the rules and related requirements may be directed to the Regulatory Division's Regulatory Interpretations and Guidance team. Questions regarding the submission of this form may be directed to the Membership Services Department.

Regulatory Interpretations
RegInterps@cboe.com
(312) 786-8141

Membership Services
MembershipServices@cboe.com
(913) 815-7002

Signature of Authorized Officer, Partner or Managing Member

Date

Print Name

Title