

February 2, 2024

#### **VIA KITEWORKS**

U.S. Securities and Exchange Commission Division of Market Regulation Office of Market Supervision 100 F Street, NE Washington, D.C. 20549

Re: Amendments to Form 1

Enclosed please find an amendment to Exhibit F of the Form 1 applications pursuant to Rule 6a-2 under the Securities Exchange Act of 1934 for New York Stock Exchange LLC ("NYSE"), NYSE American LLC ("NYSE American"), NYSE Arca, Inc. ("NYSE Arca"), NYSE Chicago, Inc. ("NYSE Chicago"), and NYSE National, Inc. (collectively, the "Exchanges").

For Exhibit F, the Exchanges are each filing an amendment containing an updated complete set of forms pertaining to the application for membership, participation, or subscription, and the application for approval as a person associated with a member, participant, or subscriber. Specifically, the Exchanges are each filing a Pillar Connectivity Questionnaire (CQ) that was updated to include that the CQ can be used for multiple MPIDs.

In addition, NYSE American and NYSE Arca are each filing an updated Options Trading Permit Request Form which was updated to add 'Nominee Designation'. Additionally, NYSE, NYSE American, NYSE Arca, and NYSE Chicago are each filing an updated Application for Individual Registration or Non-Registered Associated Person (NRF) Designation which was updated to remove the Nominee as it was added to the Permit Request Form. This form also added Market Maker to OM registration.

If you have questions, please do not hesitate to contact Martha Redding, Corporate Secretary and Associate General Counsel, at (212) 656-2938 or <a href="martha.redding@ice.com">martha.redding@ice.com</a>.

Sincerely,

Enclosures

Martha Redding
Corporate Secretary

Form 1 Page 1 Execution Page

## UNITED STATES 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):

01/31/24

OFFICIAL USE ONLY

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.

	INTENTIONAL MISSTATEMENTS OR OMISSIONS OF FACTS MAY CONSTITUTE CRIMINAL VIOLATIONS	$\dashv$
	APPLICATION AMENDMENT	
1.	State the name of the applicant:	
2.	Provide the applicant's primary street address (Do not use a P.O. Box):	
	11 Wall Street, New York, NY 10005	
3.	Provide the applicant's mailing address (if different):  N/A  23008383	
4.	Provide the applicant's business telephone and facsimile number: 212-656-2938 212-656-8101	
	(Telephone) (Facsimile)	
5.	Provide the name, title, and telephone number of a contact employee:	
	Martha Redding Corporate Secretary 212-656-2938	
	(Name) (Title) (Telephone Number)	
6.	Provide the name and address of counsel for the applicant:  Martha Redding	
	NYSE Holdings LLC	
	11 Wall Street, New York, NY 10005	
7.	Provide the date applicant's fiscal year ends:	
8.	Indicate legal status of applicant: Corporation Sole Proprietorship Other (specify):	_
	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): 01/09/08 (b) State/Country of formation: Delaware	-
	(c) Statute under which applicant was organized:	-
Exct app swo app	ECUTION: The applicant consents that service of any civil action brought by , or notice of any proceeding before, the Securities and lange Commission in connection with the applicant's activities may be given by registered or certified mail or confirmed telegram to the licant's contact employee at the main address, or mailing address if different, given in Items 2 and 3. The undersigned, being first duly rn, deposes and says that he/she has executed this form on behalf of , and with the authority of , said applicant. The undersigned and licant represent that the information and statements contained herein, including exhibits, schedules, or other documents att ached hereto other information filed herewith, all of which are made a part hereof, are current, true, and complete.  NYSE American LLC	e y i
	(Name of applicant)  Martha Redding, Corporate Secretary	
	scribed and sworn before me this 31 day of	
_	This page must always be completed in full with original, manual signature and notarization.	-0

Patrick J. Troy

Affix notary stamp or seal where applicable.

# SECURITIES AND EXCHANGE COMMISSION Washington, D.C.

Washington, D.C.

Exhibits Accompanying Amendment to

FORM 1 REGISTRATION STATEMENT of

NYSE AMERICAN LLC

January 2024

#### **EXHIBIT F**

### ACCOMPANYING AMENDMENT TO FORM 1 REGISTRATION STATEMENT

OF

### NYSE AMERICAN LLC

JANUARY 2024

A complete set of the NYSE American LLC's forms pertaining to application for membership, participation, or subscription, and application for approval as a person associated with a member, participant, or subscriber follows.

This information is publicly available on the Exchange's website at www.nyse.com.

### **Application for Membership**

**New York Stock Exchange LLC** 

NYSE American LLC

**NYSE Arca, Inc.** 

NYSE Chicago, Inc.

**NYSE National, Inc.** 

(each, an "Exchange" and, collectively, "NYSE" or the "Exchanges")

#### **APPLICATION PROCESS**

#### Filing Requirements

Prior to submitting the Application for Membership ("Application") to become a member of an NYSE SRO ("Member"), an Applicant must file a Uniform Application for Broker-Dealer Registration ("Form BD") with the Securities and Exchange Commission and register with the FINRA Central Registration Depository ("CRD").

#### Checklists

Applicant should consult the applicable Checklist(s) to determine any additional materials and Exhibits required to be submitted with the Application.

#### **Application Submission**

Application and supplemental materials should be sent electronically to <a href="mailto:crs@nyse.com">crs@nyse.com</a>.

Note: All application materials sent to NYSE will be reviewed by NYSE's Client Relationship Services ("CRS")

Department. Applications accompanied by supplemental documentation are submitted to FINRA, who also performs a review of the materials and provides the application approval recommendation. All applications are deemed confidential and are handled in a secure environment. Either CRS or FINRA may request that applicants submit documentation in addition to what is listed in the Application Checklist during the application review process, pursuant to Exchange rules. If you have questions regarding the Application, you may direct them to CRS at crs@nyse.com or (212) 896-2830.

NYSE will promptly notify the Applicant, in writing, of the Membership decision.

In the event an Applicant is disapproved for membership, the Applicant has an opportunity to be heard upon the specific grounds for the disapproval, in accordance with the provisions of applicable Exchange rules.

INDICATE EXCHANGE(S) FOR WHICH APPLICANT IS SEEKING MEMBERSHIP (CHECK ALL THAT APPLY)				
□New York Stock Exchange	□NYSE Chicago		□NYSE National	
□NYSE American	□NYSE Arca			
□Equities	□Equitie	S		
□Options	□Options	3		
INDICATE EXCHANGE(S) FOR WHICH AF	PPLICANT IS	AN EXISTING	MEMBER (CHECK ALL THAT APPLY)	
□New York Stock Exchange	□NYSE Chi	cago	□NYSE National	
□NYSE American	□NYSE Arc	a		
□Equities	□Equiti	es		
□Options	□Optio	าร		
INDICATE TYPE OF BUSINESS TO BE CO	NUICTED	MITH THIS ADI	PLICATION (CHECK ALL THAT APPLY)	
Equities	INDUCTED	Options	LICATION (CITEON ALL THAT ATTET)	
□Bonds		□Clearing		
□Clearing		□Floor Brok	(er	
□ Floor Broker			d Public Business	
□ Blue Line		□Market Ma		
☐Institutional Broker				
☐ Market Maker*			alist/eSpecialist Market Maker ("LMM")	
☐ Electronic Market Maker			,	
☐ Designated Market Maker ("DMM")		□Order Routing □Proprietary		
· · · · · · · · · · · · · · · · · · ·	r ("aDMM")	□Proprietary □Agency		
□ Electronic Designated Market Maker ("eDMM") □ Ag		⊔Ageno	су	
□ Order Routing				
☐ Proprietary ☐ Agency				
□Agency				
INDICATE IF APPLICANT IS APPLYING F	OR MEMBER	RSHIP AS DES	IGNATED EXAMINING AUTHORITY ("DEA")	
☐ NYSE American	☐ NYSE Ar	ca	☐ NYSE Chicago	
Applicants applying for a DEA must also cor	mplete EXHIE	BIT 1, ITSFEA C	Compliance Acknowledgment.	
APPLICATION TYPE				
□ New Membership Applicant:				
☐ Applicant is seeking membership to an	_		•	
☐ Applicant is a member of an Exchange	and is seekin	g to add a <u>new</u>	type of business**	
Applicant must submit this completed Application and <u>ALL</u> applicable materials identified in Checklist 1.				
Applicant must submit this completed Applic	alion and <u>AL</u>	<u>с</u> арріїсаріє піс	ateriais identined in Onechist 1.	
☐ Supplemental Membership Applicant: Applicant is an approved member of at least one Exchange and is seeking				
membership to another Exchange to conduct the same business they are currently approved to conduct				
Applicant must submit this completed Application and <u>ALL</u> applicable materials as outlined in Checklist 2.				

<sup>\*</sup> Applicants seeking to conduct Market Maker activities will also be required to submit an additional *Application for Market Maker Registration*. Not all Market Maker programs are available on all Exchanges.

<sup>\*\*</sup> Equity Floor Broker and Options Floor Broker businesses are separate and distinct. An Equity Floor Broker applying to conduct business as an Options Floor Broker, and vice versa, is considered a New Membership Applicant.

SECTION 1 – ORGANIZ	ATIONAL PROFILE		
Date:	SEC #:	CR	RD #:
LEI #:	MPID:		
GENERAL INFORMATION	ON		
Name of Applicant Broker-D	Dealer:		
Business Address:			
	City:	State:	Zip Code:
Business Phone:		Website:	
CONTACT INFORMATION	ON		
Contact Name:		Title:	_
Contact Phone:		Contact Email:	
Billing Contact Name:		Title:	
Billing Contact Phone:		Billing Contact Email:	
	nel who hold the below positions f such positions, regardless of a ning to our markets.		
Chief Executive Officer ("	CEO")		
Name:		CRD:	
Phone:		Email:	
Chief Financial Officer ("C	CFO")		
Name:		CRD:	
Phone:		Email:	
Head Trader			
Name:		CRD:	
Phone:		Email:	
	icants must promptly update Fo		
Form BD Section	ns 10A and 10B are completed and	d up to date on CRD	□ Yes
2. Form U4 Section	13 is completed and up to date or	n CRD	□ Yes

#### SECTION 2 - STATUTORY DISQUALIFICATION ("SD") DISCLOSURE

Pursuant to the Securities Exchange Act of 1934, as amended (the "Act"), NYSE may deny (or may condition) trading privileges or may bar a natural person from becoming associated (or may condition an association) with a Member for the same reasons that the Securities and Exchange Commission may deny or revoke a broker-dealer registration under the Act. The Act provides for SD if a person has:

- Been expelled, barred or suspended from membership in or being associated with a member of a self-regulatory organization;
- Had broker, dealer or similar privileges denied or suspended or caused such denial or suspension of another;

<ul> <li>Wolated any provision of the Act, of</li> <li>Been convicted of a theft or securities related misdemeanor or any applying for membership status or becoming an Associated Person</li> </ul>			
□Check here if you DO NOT have person(s) associated with the Applicant who is or may be subject to SD			
□Check here if you DO have person(s) associated with the Applicant who is or may be subject to SD*			
* Please identify any such person(s) associated with the Applicant who is or may be subject to SD. Additionally, identify any such person(s) who are associated with the Applicant and who have been approved for association or continued association by another SRO due to a SD.			
Attach a sheet identifying any such person(s), including the following inform	ation:		
<ol> <li>Name of the person(s);</li> <li>Copies of documents relating to the SD;</li> </ol>			
<ol> <li>Description of each such person's duties (for non-registered incindicating if the position allows access to books, records, funds</li> </ol>			
4. Explanation of action taken or approval given by any other SRC	regarding each person.		
On behalf of			
Authorized Signatory of the Firm	Date		
Print Name of Authorized Signatory of the Firm	Title		

SECTION 3	3 – SUPERVISION	
responsibility	icant must identify the person(s) that is a member, partner, director, or officer ex lity (or having similar status or functions) for supervising an Authorized Trader(s) rules. New Membership Applicants must provide a copy of their Written Supervication.	) as defined in applicable
Name and ti	I title of person responsible for maintaining WSPs:	
		<del></del>
	L REGISTRATION on requirements for principals are outlined in New York Stock Exchange R	ulo 1220 NVSE American
	10, NYSE Arca Rule 2.1220, NYSE National Rule 2.2120 and NYSE Chicago	
Each princip	cipal must be registered through the CRD.	
Please provi	ovide information on Applicant's designated principals below.	
Financial an Principal (Se	and Operations Principal (Series 27) or Introducing Broker-Dealer Financial (Series 28)	l and Operations
Name:	CRD:	
Phone:	Email:	
	ed Principal Operations Officer* (Series 27) or Introducing Broker-Dealer Fin (Series 28) Person with primary responsibility for the day-to-day operations of the	
Name:	CRD:	
Phone:	Email:	
	ed Principal Financial Officer* (Series 27) or Introducing Broker-Dealer Financies 28) Person with primary responsibility for financial filings and those book is.	
Name:	CRD:	
Phone:	Email:	
Chief Compl	npliance Officer ("CCO")** (Series 24 or Series 14 and registered as "CR")	
Name:	CRD:	
Phone:	Email:	
Principal Finar	ant that self-clears, or that clears for other firms, shall be required to designate sonancial Officer and Principal Operations Officer.	
	of an Applicant engaged in limited securities business may be registered in a perhat corresponds to the limited scope of the Applicant's business.	rincipal category under NYSE
	cago Voting Designee per Article 3, Rule 14(a) and (b) (for NYSE Chicago A oting Designee must be a general partner, managing member or principal officer of the fi	
Name:	CRD:	
Phone:	Email:	
Signature of V	f Voting Designee:	

SECTION 4 - MEMBERSHIP AGREEMENT	
Applicant agrees to abide by the Rules of all applicable Exchang notices, interpretations, directives or decisions adopted by the ap	
Applicant authorizes any SRO, commodities exchange, governm request, any information that such person may have concerning or its associated persons, and releases such person or entity from Applicant authorizes NYSE to make available to any government any information it may have concerning the Applicant or its associability in furnishing such information.	the ability, business activities, and reputation of Applicant m any and all liability in furnishing such information. al agency, SRO, commodities exchange or similar entity,
Applicant acknowledges its obligation to update any and all information of membership with another SRO, which may cause that in such event, additional information may be required by the	a change in the Applicant's DEA. Applicant understands
Applicant Firm Name	-
Authorized Signatory of the Firm	Date
Print Name of Authorized Signatory of the Firm	Title
Authorized Signatory of the Firm	

APPLICATION CHECKLIST 1  New Membership Applicant
□ NYSE Application for Membership (Sections 1-4)
□ Application for Market Maker Registration (if applicable) <a href="https://www.theice.com/publicdocs/nyse/markets/nyse/Application_for_Market_Maker_Registration.pdf">https://www.theice.com/publicdocs/nyse/markets/nyse/Application_for_Market_Maker_Registration.pdf</a>
□ DEA Applicants only: Exhibit 1
Application Fee* (if applicable):
□ New York Stock Exchange LLC
□ NYSE Chicago, Inc.
☐ Master User Agreement: <a href="https://www.nyse.com/publicdocs/nyse/markets/nyse/NYSE_Master_User_Agreement.pdf">https://www.nyse.com/publicdocs/nyse/markets/nyse/NYSE_Master_User_Agreement.pdf</a>
Clearing Letter of Consent (if applicable):
☐ Equities: <a href="https://www.nyse.com/publicdocs/nyse/markets/nyse/Equity_Clearing_Letter_of_Consent.pdf">https://www.nyse.com/publicdocs/nyse/markets/nyse/Equity_Clearing_Letter_of_Consent.pdf</a>
□ Options: <a href="https://www.nyse.com/publicdocs/nyse/markets/american-options/Options_Clearing_Letter_of_Consent.pdf">https://www.nyse.com/publicdocs/nyse/markets/american-options/Options_Clearing_Letter_of_Consent.pdf</a>
☐ Form BD, including Schedules & Disclosure Reporting Pages must be up to date on CRD
☐ Form U4 and Fingerprint cards for designated supervisors and principals, to be submitted directly to FINRA if not currently available on CRD
Financial Documentation:
□ Four (4) most recent FOCUS Reports and the most recent Audited Financial Statements
☐ Most recent Balance Sheet and Capital Computation
□ Six-month Profit/Loss Projection
□ Completed Financial Disclosure Questionnaire, Exhibit 2
☐ All examination reports and corresponding responses from the Applicant for the last two examinations
Organizational Documents:
☐ Articles of Incorporation and Bylaws; Partnership Agreement; Limited Liability Company Agreements; Operating Agreement; or similar documentation
□ Organization chart showing:
<ul> <li>all entities controlling, controlled by or under common control with Applicant</li> <li>indicating the percentage ownership of Applicant by each direct and indirect parent</li> <li>identifying any individuals or trusts that individually or collectively own or control, directly or indirectly, 25% or more of Applicant</li> </ul>
☐ Copy of Written Supervisory Procedures and, if separate, Anti-Money Laundering Procedures and Insider Trading Act Procedures
□ Additional Exchange-specific requirements, if applicable (see Exhibits 3 and 4)

<sup>\*</sup> Contact CRS for additional details on payment.

APPLICATION CHECKLIST 2
Supplemental Membership Application
□ Application for Membership (Sections 1-4)
□ Application for Market Maker Registration (if applicable) <a href="https://www.theice.com/publicdocs/nyse/markets/nyse/Application_for_Market_Maker_Registration.pdf">https://www.theice.com/publicdocs/nyse/markets/nyse/Application_for_Market_Maker_Registration.pdf</a>
□ DEA Applicants only: Exhibit 1
Application Fee* (if applicable):
□ New York Stock Exchange LLC
□ NYSE Chicago, Inc.
☐ Master User Agreement: <a href="https://www.nyse.com/publicdocs/nyse/markets/nyse/NYSE">https://www.nyse.com/publicdocs/nyse/markets/nyse/NYSE</a> Master User Agreement.pdf
Clearing Letter of Consent (if applicable):
□ Equities: <a href="https://www.nyse.com/publicdocs/nyse/markets/nyse/Equity_Clearing_Letter_of_Consent.pdf">https://www.nyse.com/publicdocs/nyse/markets/nyse/Equity_Clearing_Letter_of_Consent.pdf</a>
□ Options: <a href="https://www.nyse.com/publicdocs/nyse/markets/american-options/Options">https://www.nyse.com/publicdocs/nyse/markets/american-options/Options</a> Clearing Letter of Consent.pd
□ Form BD, including Schedules & Disclosure Reporting Pages must be up to date on CRD
☐ Form U4 and Fingerprint cards for designated supervisors and principals, to be submitted directly to FINRA if not currently available on CRD
□ Organization chart showing:
<ul> <li>all entities controlling, controlled by or under common control with Applicant</li> <li>indicating the percentage ownership of Applicant by each direct and indirect parent</li> <li>identifying any individuals or trusts that individually or collectively own or control, directly or indirectly, 25% or more of Applicant</li> </ul>
□ Additional Exchange-specific requirements, if applicable (see Exhibits 3 and 4)

<sup>\*</sup> Contact CRS for additional details on payment.

## Application for Membership

## **Exhibits**

## **EXHIBIT 1 - DEA REQUIREMENTS** ITSFEA COMPLIANCE ACKNOWLEDGMENT This form should be completed by a Director, Officer, General Partner or other individual responsible for ensuring that the Broker-Dealer's ITSFEA Compliance Procedures are followed. In the future, this certification must be completed and filed with the Broker-Dealer's year-end FOCUS Report (Form X-17A-5). Broker-Dealer: SEC #. \_\_\_\_\_ The undersigned states and certifies as follows: It is understood that should any Director, Officer, General Partner or Associated Person (as defined in the Exchanges' Rules) of the Broker-Dealer acquire material, non-public information concerning a corporation whose securities are publicly traded, it may be a violation of the Exchanges' Rules and federal securities laws to misuse such information or trade any securities issued by the corporation, or any options or other derivative securities based thereon, while such information remains non-public. It is further understood that should any Director, Officer, General Partner or Associated Person of the Broker-Dealer obtain material, non-public information concerning the market in a security or group of securities, it may be a violation of the Exchanges' Rules and federal securities laws to make improper use of such information in connection with trading in the security, group of securities or any option or other derivative based thereon. It is also understood that it may be a violation of the Exchanges' Rules and federal securities laws to disclose to any other person or entity any non-public, material corporate or market information that may be acquired regarding a publicly traded security or group of securities. Additionally, the Broker-Dealer represents that it has established written procedures reasonably designed to prevent misuse of material non-public information by the Broker-Dealer or by any of the Broker-Dealer's Directors, Officers, General Partners or Associated Persons, taking into consideration the nature of the Broker-Dealer's business. The individual(s) responsible for overseeing and supervising the specific element of the Broker-Dealer's ITSFEA Compliance procedures has reviewed (or supervised the review of) the Broker-Dealer's proprietary, error account(s), and any outside brokerage securities accounts of Directors, Officers, General Partners, and Associated Persons with the Broker-Dealer, in accordance with the specific provisions (including timing and type of review) detailed in and required by the firm's written ITSFEA compliance procedures. Based upon the assessment of the adequacy of those procedures and of the authority and diligence of the person(s) carrying out those procedures (except as to any securities transactions involving the possible misuse of non-public information which already have been reported to NYSE), there is no reasonable cause to believe that any Director, Officer, General Partner, or Associated Persons of the Broker-Dealer has misused, made improper use of, or disclosed material non-public information, or may otherwise be in violation of the Exchanges' Rules and Federal securities laws. Accepted on behalf of Applicant:

Date

Title

Authorized Signatory of the Firm

Print Name of Authorized Signatory of the Firm

Explain the source of Applicant's capital:  PROPRIETARY ACCOUNTS OF INTRODUCING BROKER-DEALERS ("PAIB")  Does Applicant hold a PAIB? Yes* No  * An introducing Broker-Dealer must notify its DEA in writing when it has entered into a PAIB Agreement with a clearing Broker-Dealer regarding the net capital treatment of assets held in proprietary accounts. Assets (cash and securities) held in trading accounts without a PAIB Agreement are considered to be non-allowable in the computation of net capital under SEC Rule 15c3-1. If you are applying for DEA, please enclose a copy of all PAIB Agreements you have entered into with a clearing broker-dealer.			
PROPRIETARY ACCOUNTS OF INTRODUCING BROKER-DEALERS ("PAIB")  Does Applicant hold a PAIB?			
Does Applicant hold a PAIB?   Yes*  No  * An introducing Broker-Dealer must notify its DEA in writing when it has entered into a PAIB Agreement with a clearing Broker-Dealer regarding the net capital treatment of assets held in proprietary accounts. Assets (cash and securities) held in trading accounts without a PAIB Agreement are considered to be non-allowable in the computation of net capital under SEC Rule 15c3-1. If you are applying for DEA, please enclose a copy of all PAIB Agreements you have entered			
Does Applicant hold a PAIB?   Yes*  No  * An introducing Broker-Dealer must notify its DEA in writing when it has entered into a PAIB Agreement with a clearing Broker-Dealer regarding the net capital treatment of assets held in proprietary accounts. Assets (cash and securities) held in trading accounts without a PAIB Agreement are considered to be non-allowable in the computation of net capital under SEC Rule 15c3-1. If you are applying for DEA, please enclose a copy of all PAIB Agreements you have entered			
Does Applicant hold a PAIB?   Yes*  No  * An introducing Broker-Dealer must notify its DEA in writing when it has entered into a PAIB Agreement with a clearing Broker-Dealer regarding the net capital treatment of assets held in proprietary accounts. Assets (cash and securities) held in trading accounts without a PAIB Agreement are considered to be non-allowable in the computation of net capital under SEC Rule 15c3-1. If you are applying for DEA, please enclose a copy of all PAIB Agreements you have entered			
Does Applicant hold a PAIB?   Yes*  No  * An introducing Broker-Dealer must notify its DEA in writing when it has entered into a PAIB Agreement with a clearing Broker-Dealer regarding the net capital treatment of assets held in proprietary accounts. Assets (cash and securities) held in trading accounts without a PAIB Agreement are considered to be non-allowable in the computation of net capital under SEC Rule 15c3-1. If you are applying for DEA, please enclose a copy of all PAIB Agreements you have entered			
* An introducing Broker-Dealer must notify its DEA in writing when it has entered into a PAIB Agreement with a clearing Broker-Dealer regarding the net capital treatment of assets held in proprietary accounts. Assets (cash and securities) held in trading accounts without a PAIB Agreement are considered to be non-allowable in the computation of net capital under SEC Rule 15c3-1. If you are applying for DEA, please enclose a copy of all PAIB Agreements you have entered			
Broker-Dealer regarding the net capital treatment of assets held in proprietary accounts. Assets (cash and securities) held in trading accounts without a PAIB Agreement are considered to be non-allowable in the computation of net capital under SEC Rule 15c3-1. If you are applying for DEA, please enclose a copy of all PAIB Agreements you have entered			
into with a cleaning broker dealer.			
SUBORDINATED LOANS			
Have any subordinated loans been made to Applicant?			
☐ Yes (explain below) ☐ No			
FINANCIAL OR CONTROLLING INTERESTS			
Does the Applicant have a financial or controlling (as defined in Form-BD) interest (through direct or indirect stock or bond ownership, through outstanding loans, or otherwise) in any organization engaged in a securities, financial or related business?			
□ Yes (explain below) □ No			
FINANCIAL ARRANGEMENT			
Does the Applicant have a financial arrangement with any other Broker-Dealer?			
□ Yes (explain below) □ No			
Type of arrangement: □ Direct Equity Investment □ Any consideration over \$5,000			
□ Profit Sharing □ Direct Financing			
□ Other			
Terms of Arrangement (include the names of all participants in the arrangement, and the nature and terms of the arrangement):			

<b>EXHIBIT 2 - FINANCIAL DISCLOSURE QUESTIONNAIRE (continue</b>	d)	
OUTSTANDING DEBT (Check all that apply)		
Does the Applicant owe money to any of the following?		
☐ Any Exchange member firm		
$\hfill\Box$ Any other national securities or commodities exchange or national	securities association	
☐ Any member of any other national securities or commodities excha	nge or national securities	association
□ No		
If yes, explain below to whom the money is owed and the dollar amount. Attach a copy of arrangements made for repayment of this debt and evidence of an agreement of repayment.		
Does Applicant engage or plan to engage in "Program Trading"?	□ Yes	□ No
Does Applicant currently (or does it plan to) consolidate computations ☐ Yes ☐ No of net capital and aggregate indebtedness for any subsidiary or affiliate, pursuant to Appendix C to SEC Rule 15c3-1?		□ No
(If yes, Applicant must provide financial information for the consolidated subsidiary or affiliate and identify the specific nature of the relationship (e.g., guaranteed, non-guaranteed).		
Does Applicant now have, or anticipate during the course of the application process having, a pending application with any SRO regarding a change in ownership, control or business operations? If so, please explain:		

EXHIBIT 3 - REQUIREMENTS FOR NEW YORK STOCK EXCHANGE FLOOR BROKER APPLICANTS ONLY			
If Applicant will be performing New York Stock Exchange Equity Floor Based Business, please answer the following questions.			
	nt intend to accept orders on the floor over the telephone from public		
Info Memo 07-43 can be found here:			
https://www.nyse.com/publicdocs/nyse/markets/nyse/rule-integation-	erpretations/2007/07-		
Info Memo 07-44 can be found here:			
https://www.nyse.com/publicdocs/nyse/markets/nyse/rule-integrated-	erpretations/2007/07-		
Has Applicant met the Exchange's requirement to establish floor commission billing ☐ Yes ☐ No procedures and retain records for six years? (See New York Stock Exchange Rules 301(e)(1), 353, and 440l)			
Who is the person responsible for supervision of all floor empRules 342 and 3110)	oloyees of Applicant? (See	New York Stock	Exchange
Please provide that person's full contact information, name, to	elephone number, mailing	address and ema	ail address
Contact Name:			
Mailing Address:			
Phone:	Phone: Email:		
Does Applicant maintain error and investment accounts?			□ No
If yes, please indicate the account name and number of the error and investment accounts. (A New York Stock Exchange member organization may have more than one error account, but it may maintain only one error account for Floor-related errors.) (See New York Stock Exchange Rules 18, 123(e), 134, 411 & 407A, Member Education Bulletin 2011-5 and Information Memo 07-72).			
Member Education Bulletin 2011-5 can be found here: <a href="https://www.nyse.com/publicdocs/nyse/markets/nyse/rule-interpretations/2011/2011-5.pdf">https://www.nyse.com/publicdocs/nyse/markets/nyse/rule-interpretations/2011/2011-5.pdf</a>			
Information Memo 07-72 can be found here: <a href="https://www.nyse.com/publicdocs/nyse/markets/nyse/rule-interpretations/2007/07-72.pdf">https://www.nyse.com/publicdocs/nyse/markets/nyse/rule-interpretations/2007/07-72.pdf</a>			
Account Name:	Account #:		
Account Name:	Account #:		
Account Name:	Account #:		
Do Applicant's floor employees maintain their own personal brokerage accounts?  (See New York Stock Exchange Rule 407A). If yes, Applicant Firm should list the account name and number of each such account below?		□ No	
Account Name:	Account #:		
Account Name: Account #:			
Account Name:	Account #:		

## EXHIBIT 3 - REQUIREMENTS FOR NEW YORK STOCK EXCHANGE FLOOR BROKER APPLICANTS ONLY (continued)

If Applicant is seeking to conduct off-floor business activities from its booth premises, otherwise known as "Blue Line" business, please address the following items:

NEW YORK STOCK EXCHANGE BLUE LINE BUSINESS
☐ Describe in detail the business plan for conducting upstairs business from the New York Stock Exchange Trading Floor. Be sure to include the following:
<ul><li>a. How does the firm plan to separate this upstairs business from on floor business?</li><li>b. How will the firm protect customer information?</li></ul>
□ Provide the Clearing Arrangement and separate Error Account information for this business.
☐ Provide name and CRD# of individual(s) who will be handling this upstairs business from the New York Stock Exchange Trading Floor? Ensure the individual(s) hold the appropriate registrations for doing this business.
$\Box$ Provide name of individual(s) who will be supervising the Blue Line activity for the firm? Ensure the individual(s) hold the appropriate registrations for doing this business.
□ Provide amended WSPs to reflect the Blue Line procedures.
Refer to New York Stock Exchange Rules 54 and 70.40 and New York Stock Exchange Information Memo # 07-77 regarding guidelines for updating WSPs: <a href="https://www.nyse.com/publicdocs/nyse/markets/nyse/rule-interpretations/2007/07-77.pdf">https://www.nyse.com/publicdocs/nyse/markets/nyse/rule-interpretations/2007/07-77.pdf</a>

EXHIBIT 4 - APPROVED PERSON REQUIREMENTS FOR NEW YORK STOCK EXCHANGE, NYSE ARCA AND NYSE AMERICAN APPLICANTS ONLY	
Registration requirements for Approved Persons are outlined in New York Stock Exchange Rules 2 and 304, NYSE American Rules 13, 25, 310 and 311, and NYSE Arca Rule 1.1 and 2.14	
□ Provide a list of all Approved Persons (both entities and individuals)	
□ AP Form for all non-natural persons seeking Approved Person status, available at: <a href="https://www.theice.com/publicdocs/nyse/markets/nyse/NYSE_AP_Form.pdf">https://www.theice.com/publicdocs/nyse/markets/nyse/NYSE_AP_Form.pdf</a>	
☐ U-4 "AP" Registration for all natural persons seeking Approved Person status	

## **Application for Market Maker\* Registration**

New York Stock Exchange LLC, NYSE American LLC, NYSE Arca, Inc., NYSE National, Inc. (Collectively, "NYSE" or the "Exchanges")

\*Includes Market Maker, Lead Market Maker ("LMM"), Designated Market Maker ("DMM"), Electronic Designated Market Maker ("eDMM"), Specialist and Electronic Specialist ("eSpecialist")

INDICATE EXCHANGE(S) FOR WHICH APPLICANT IS SEEKING MARKET MAKER MEMBERSHIP (CHECK ALL THAT APPLY)					
□New York Stock Exchange	□NYSE American				
□NYSE Arca	□NYSE National				
INDICATE TYPE OF MARKET MAKING TO BE CONDU	OTED WITH THIS ADDI IS A TION				
INDICATE TYPE OF MARKET MAKING TO BE CONDU (CHECK ALL THAT APPLY)	CTED WITH THIS APPLICATION				
Equities	Options				
□New York Stock Exchange □Designated Market Maker □Equity Market Maker	□NYSE American □Options Market Maker □Options Specialist □Options eSpecialist				
□NYSE American	□NYSE Arca				
□Equity Market Maker	□Options Market Maker				
□Electronic Designated Market Maker	□Options Lead Market Maker				
□NYSE Arca					
□Equity Market Maker					
□Equity Lead Market Maker					
□NYSE National					
□Equity Market Maker					

SECTION 1 – ORGANIZATIONAL PROFILE						
Date:	SEC #:		CRD #:			
LEI #:						
GENERAL INFORMATION						
Name of Applicant Broker-Dealer:						
Business Address:						
City:		State:	Zip Code:			
Business Phone:		Website:				
CONTACT INFORMATION						
Contact Name:		Title:				
Phone:		Contact Email:				
Billing Contact Name:		Title:				
Billing Contact Phone:		Billing Contact Email:				
SECTION 2 – NET CAPITAL						
Amount:	As of Date:	Focus Repo	rt Line Item:			
Source of Net Capital (check all that apply):						
☐ Long Proprietary Positions	☐ Inter	est/Dividends/Commissions	☐ Secured Demand Note			
□ Subordinated Loan □ Clearing/Good		ring/Good Faith Deposits	□ Cash			
Other:						
SECURITIES						
List the number of securities for which your firm requests approval:						

Is the Applicant a Dealer/Specialist or Market Maker on another registered national securities exchange(s) or association? If yes, please provide the relevant information below.  □ Yes □ No	
□ Yes □ No	
SRO:	
Operating Capacity:	
List Securities	
SRO:	
Operating Capacity:	
List Securities	
SRO:	
SRO:	
Operating Capacity:	
Operating Capacity:	

#### **SECTION 4 – REQUIRED ACKNOWLEDGEMENT**

The undersigned, applying for registration as a Market Maker, accepts full responsibility for having knowledge of and adhering to all rules and regulations governing the the applicable Exchanges. The undersigned acknowledges the following requirements:

- 1. Maintain the net capital requirements as prescribed by SEC Rule 15c3-1, whichever is greater. The net capital requirements apply only to the registered market maker/specialist rather than to each individual market maker/specialist.
- 2. Provide monthly financial statements consisting of FOCUS Form X-17A-5 to FINRA for Market Maker capital compliance review.
- 3. Provide detailed financial reports and such other operational reports to FINRA as it may require.
- 4. Disclose promptly any material change in financial or operational condition, or in personnel in accordance with the rules and procedures of the applicable Exchanges.
- 5. Establish, maintain, and enforce written procedures to supervise the business in which it engages and to supervise the activities of its associated persons that are reasonably designed to ensure compliance with applicable federal securities laws and regulations of the applicable Exchanges. Such written procedures shall at all times be available for inspection by FINRA or Exchange staff.

<b>AUTHORIZED</b>	<b>ACKNOWI</b>	<b>EDGEMENT</b>	OF THE	CONTENTS	HEREIN
AUINUNIZED	ACKINOVIL	EDGENEN	OF THE	CUNIENIS	HEREIN

The undersigned attests that the contents submitted on be information as required. Further, the Applicant will abide by all time to time.	
Authorized Signatory of the Firm	Date
Print Name of Authorized Signatory of the Firm	Title

AP	APPLICATION CHECKLIST				
	NYSE Application for Membership, if new to market or business* (including all supplemental documents)				
	Application for Market Maker Registration				
	Most recent Focus Report				
	Market Maker Authorized Trader Registration Form for each individual Market Maker				
	Form U4 and fingerprint cards for each individual Market Maker are available on CRD				

EXCHANGE-SPECIFIC REQUIREMENTS				
New York Stock Exchange DMM Applicants				
☐ Rule 98 - Operation of a DMM Unit must be addressed within firm's Written Supervisory Procedures				
□ Rule 103.20 - Net Capital Requirements and DMM Capital System				
□ Rule 123E - DMM Combination Review Policy (if applicable)				
□ Compliance Officer of DMM Unit must hold the Series 14a exam and have the CF Registration on CRD				
□ Firm to provide Reg SHO compliance				
☐ DMM GUI must accurately handle 15c3-5 requirements				
NYSE Arca LMM Applicants				
☐ Approved LMMs must confirm in writing that they have tested and are able to maintain continuous two-sided quotes.				

<sup>\*</sup> An approved NYSE Arca Equity Market Maker firm wanting to act as a NYSE Arca Equity Lead Market Maker is not required to complete this form.

### **Approved Person ("AP") Form**

#### New York Stock Exchange LLC, NYSE American LLC, NYSE Arca, Inc.

This AP Form is to be completed by an entity registering as an Approved Person with New York Stock Exchange LLC ("NYSE"), NYSE American LLC ("NYSE American"), and/or NYSE Arca, Inc. ("NYSE Arca") (collectively, the "Exchanges")<sup>1</sup>

#### Instructions

Prior to completing this AP Form ("Form"), the entity registering as an Approved Person ("Applicant") should be familiar with the rules of the Exchanges, as relevant, particularly those rules relating to Approved Persons, including but not limited to NYSE Rules 2 and 304; NYSE American Rules 13, 25, 310, and 311; and NYSE Arca Rules 1.1, 2.4, and 2.14.

- A copy of the completed Form must be retained by the Applicant and the member, member organization, OTP Firm, and/or ETP Holder (as defined in the rules of the relevant Exchange(s)) with which the Applicant is or will be associated ("Member Organization").
- To the extent necessary, provide additional information via a separate attachment referencing the section and question to which the additional information applies.
- The list of Approved Persons must be kept up to date with the relevant Exchange(s) and FINRA. Completed Forms and notification of changes should be provided to the relevant Exchange(s) by emailing <a href="mailto:crs@nyse.com">crs@nyse.com</a>.

Sectio	n I								
Exchan	ge Reg	gistration(s) applying for:		NYSE			NYSE American		NYSE Arca
1.	Name	e of the AP Applicant Entity	ł				Web CRD#: _		
2.	Name	e of the Member Organizati	on or per	nding Memb	oer Organiz	ation	with which the AP Applic	cant is or wi	ill be associated:
	Meml	ber Organization:					Web CRD#: _		
3.	Appro	oved Person status is requesion controls the Member Organises 13 and 25; NYSE A is engaged in a securities Organization (see NYSE I is a U.S. registered broke beneficially owns, directly has contributed 5% or mo	nization rca Rule or kindre Rule 2(c) r-dealer u	and is not a 1.1); ed business ; NYSE Am under comm ctly, 5% or	a governme that is conserican Rule non control more of the	ntal of trolle 25); with outs	entity ( <u>see</u> NYSE Rules 2 d by or <i>under common co</i> the Member Organization tanding equity securities	c(c) and (e); control with t in ( <u>see</u> NYS of a Membe	NYSE American he Member E Rule 2(c)); and/or er Organization or
4.	has contributed 5% or more of the partnership capital of a Member Organization (see NYSE Arca Rule 1.1).  4. Is the applicant subject to a Statutory Disqualification as the term is defined in Section 3(a)(39) of the Securities Exchange Act of 1934?				curities Exchange				
		Yes No							
		Applicant or any person assinitial approval, this informa		•	•		-	•	-

November 2022

<sup>&</sup>lt;sup>1</sup> This Form is for non-natural persons seeking Approved Person status only. All natural persons seeking Approved Person status must register as an "AP" on Form U4.

Se	ection II	
00	33.1011 II	
1.	Address of Applicant's principal place of business (complete address of ad	etual location):
2.	Date and place of incorporation or jurisdiction under the laws of which App	olicant was formed:
3.	Indicate whether the Applicant has operated under any other names and in	dentify all such names:
Se	ection III	
Ву	signing below, the Applicant represents and acknowledges the following:	
agr Org and the	ne Applicant is not relying upon the Exchange(s) to provide any information of the rees that the Exchange(s) has(ve) no responsibility to disclose to the Application that it may have now or obtain at any future time. The Applicant and assigns that neither the Exchange(s), nor any investor, officer, trustee, agree Applicant with respect to the Applicant's investment or interest in the Member of the Applicant or interest.	ant any information concerning or relating to the Member agrees for itself, its personal representatives, successors ent, nor employee of said Exchange(s) shall be liable to
inve	s understood that the statements made in connection with this Form will be revestigation. The Applicant declares that all such statements are true, complete change(s) reserves the right to request additional information.	
	ne Applicant undertakes and agrees to subject itself to the jurisdiction of the Ee Exchange(s) as would at any time apply to an Approved Person as such te	
and dea the am des	the Applicant hereby agrees to comply with the relevant provisions of the Section Regulations thereunder, and to furnish said Exchange(s) with such information as the information as the Exchange(s) may require existence of any "statutory disqualification" (as such term is defined in Section and the Applicant or any person associated therewith may be sufficient of Applicant's books and records in order to verify the accuracy of the the Exchange's(s') disciplinary authority.	ation with respect to the Applicant's relationship and re, to supply the Exchange(s) with information relating to ion 3(a)(39) of the Securities Exchange Act of 1934, as ubject, to permit examination by the Exchange(s) or its
ass	oplicant represents that except as is specifically indicated on this form sociated therewith is subject to a statutory disqualification as defined 34, as amended.	
full	oplicant covenants and agrees that the foregoing statements, warranties, rep I force and effect notwithstanding that the Member Organization may have c ut <u>has</u> retained its same SEC Broker Dealer number) unless Applicant shall I	hanged its name or form of organization, or legal status
	Authorized Signatory of the Firm	Date
	Print Name of Authorized Signatory of the Firm	Title
	CRD# (If Applicable)	

## Application for Individual Registration or Non-Registered Associated Persons ("NRF") Designation

New York Stock Exchange LLC, NYSE American LLC, NYSE Arca, Inc., NYSE Chicago, Inc. (each, an "Exchange" and, collectively, "NYSE")

#### APPLICATION FOR INDIVIDUAL REGISTRATION OR NRF DESIGNATION

#### **Individual Registration**

To be eligible for registration as defined in Exchange rules, an individual must (i) successfully complete the required examination(s), (ii) complete this Exchange application, and (iii) submit a Form U4 and fingerprint card to CRD requesting the appropriate designation with the Exchange(s).

#### **NRF Designation**

To be designated as an NRF, employees and associated persons of a member organization are not required to register with the Exchange(s) but must (i) complete this Exchange application and (ii) submit a fingerprint card to CRD.

INDICATE REGISTRATION OR NRF DESIGNATION INDIVIDUAL IS SEEKING (CHECK ALL THAT APPLY)					
Equities	Options				
<ul> <li>New York Stock Exchange</li> <li>         ME - Designated Market Maker (Series 19 &amp; DMM exam)</li> <li>         ME - Floor Broker (Series 19)</li> <li>         FL - Floor Clerk (Series 19)</li> <li>         FE - Floor Employee</li> </ul>	<ul> <li>□ NYSE American</li> <li>□ OM - Floor Broker/Market Maker (Series 57)</li> <li>□ FE - Floor Employee</li> </ul>				
<ul> <li>□ NYSE Chicago</li> <li>□ ME - Institutional Broker (IBR Exam + GS, TD or AR registration)</li> <li>□ Clerk (NRF)</li> <li>□ Voting Designee (NRF)</li> </ul>	<ul><li>□ NYSE Arca</li><li>□ OM - Floor Broker/Market Maker (Series 57)</li><li>□ FE - Floor Employee</li></ul>				
INDIVIDUAL APPLICANT INFORMATION					
Applicant Name:	CRD:				
Title/Trading Floor Position:	DOB:				
Phone:	Email:				
MEMBER ORGANIZATION INFORMATION					
Member Organization Name:	CRD:				
Primary Contact Name:	Title:				
Phone:	Email:				

APPLICATION CHECKLIST					
A Form U4 requesting appropriate registrations have been submitted to FINRA through CRD;					
(See above for appropriate registration type for business activity.)					
☐ Yes ☐ N/A (Individual is an NRF)					
Does individual have any reportable events on Form U4 in CRD?					
☐ Yes ☐ No					
Individual has passed or been granted a waiver of the required examination.					
☐ Yes ☐ N/A (No exam requirement)					
│					
TO BE COMPLETED BY INDIVIDUALS REQUIRING PH	HYSICAL ACCESS TO THE FACILITIES OF THE				
EXCHANGE(S)					
<ul><li>☐ New York Stock Exchange Equity Floor</li><li>☐ NYSE American Options Floor</li></ul>					
NYSE Area Options Floor	Expected start date:				
TVI GE / TOU OPTIONS FIRST	(if known)				
Position / Reason for access to the Trading Floor:					
r osition / iveasor for access to the fracing ribor.					
Badge # (if applicable):					
Bauge # (II applicable).					
Will individual require a Clerk Logon ID?	☐ Yes ☐ No				
Will marviadar require a cient Eogon 15.					
If individual has been active on an Exchange Trading					
Floor in the past, please enter the last date individual was active on such Trading Floor:					
•	<del></del>				
New or returning NYSE Floor Brokers, DMMs and					
Clerks have completed NFOP in the last 6 months?	☐ Yes ☐ No				
AUTHORIZED ACKNOWLEDGEMENT					
I authorize NYSE and its affiliates to give any information					
prospective employer, any federal, state, or municipal ag	ency, or any other SRO, and I release the Exchange, its and all liability of whatever nature by reason of furnishing such				
information.	and all liability of whatever flature by reason of furnishing such				
Laffirm my obligation to abide, in full, with the rules and re	egulations of the Exchange(s) and subject to its regulatory				
and disciplinary jurisdiction and that of its market and reg					
I swear or affirm that I have read and understand the item	ns and instructions on this form and that my answers are true				
and complete to the best of my knowledge.					
Applicant Signature:	Date:				
Member Organization Acknowledgment					
Authorized Signatory of Firm:					
Print Name:	Date:				

#### **Options Trading Permit and Office Nominee Application Form**

NYSE American LLC and NYSE Arca, Inc. (each an "Exchange")

This form should be used to apply for an NYSE Arca Options Trading Permit ("OTP") and/or an NYSE American Options Trading Permit ("ATP") or to be designated as an Office Nominee of an OTP Holder or ATP Holder. For purposes of this application, references to "OTP Holder" or "ATP Holder" include an Office Nominee thereof, if applicable. Each OTP or ATP is assigned to a natural person who has met the applicable qualification requirements and designated as an OTP Holder or ATP Holder on behalf of their member organization and must be executed prior to the commencement of trading of that nominee.

INDICATE TYPE OF BUSINESS TO BE CONDUCTED WITH OTP or ATP						
□ NYSE Arca □ Order Sendin □ Clearing Serv □ Market Makin Number of □ Floor Broker  Effective date for C	ng and Office Nominee designation vices and Office Nominee designation and office Nominee designation of OTPs requested  DTPs or ATPs requested:	□ NYSE American □ Order Sending and Office Nominee designation □ Clearing Services and Office Nominee designation □ Market Making Number of ATPs requested □ Floor Broker				
until further notice.						
Name:		CRD:				
Phone:		Email:				
MEMBER ORGANIZATION AND AUTHORIZED SIGNATORY INFORMATION						
Firm Name:		Firm CRD:				
Signatory Name:		Signatory CRD:				
Phone:		Email:				
The member organization acknowledges that it will be held liable for all Exchange obligations, including all obligations arising in connection with transactions effected on the Exchange, all obligations owed to the Exchange or any subsidiary of the Exchange, the payment of all Exchange fees and charges, and all obligations accruing in the course of the member organization's and the OTP Holder's/ATP Holder's business on the Exchange.  The OTP/ATP issued or Office Nominee designation granted pursuant to the Exchange's acceptance of this form will be associated with the member organization until terminated pursuant to the termination provisions delineated in the rules of the Exchange.						
Signature of OTP Holder/ATP Holder						
Signature:		Date:				
Phone:		Email:				
Member Organiza Authorized Signato Firm:	ation Acknowledgment ory of					
Drint Name:		Date:				

## **NYSE Master User Agreement**

NYSE USER AGREEMENT					
Several NYSE Entities operate markets for options and equities (each, a "Platform"). This User Agreement is made between the NYSE Entity(ies) indicated for the Platform selected below ("NYSE") and the User, as identified below.					
Platform:		NYSE Entity(ies)			
☐ NYSE Arca Equities	NYS	SE Arca, LLC			
☐ New York Stock Exchange		New York Stock Exchange LLC			
☐ NYSE American		NYSE American LLC			
☐ NYSE National		NYSE National, Inc.			
☐ NYSE Chicago		NYSE Chicago, Inc.			
☐ NYSE American Opti	ions NYS	NYSE Amex Options LLC			
☐ NYSE Arca Options	NYS	SE Arca, Inc.			
Note: Please provide a signature page for each entity selected.					
User:			CRD #:		
Business Address:					
City: _		State:	Zip Code:		
Contact Name: Telephone:					
Email:					
☐ Corporation ☐	Limited Liability Company	Partnership	☐ Sole Proprietor		
1. Definitions					
(a) "Authorized Trader" means a person authorized to submit orders to the Platform on behalf of his or her User.					
(b) "Connectivity Questionnaire" means the Connectivity Questionnaire or successor form that is located at <a href="https://www.nyse.com">www.nyse.com</a> .					
(c) "Effective Date" means the date this User Agreement is signed by the relevant NYSE Entity(ies).					
(d) "Permit" means a trading permit ( <i>e.g.</i> , Equity Trading Permit, Options Trading Permit, Amex Trading Permit) or member identification number issued by a NYSE Entity for effecting approved securities transactions on a Platform.					
	"Permit Holder" means a Sole Proprietorship, Partnership, Corporation, LLC or other organization in good standing that has been issued a Permit in accordance with the Rules.				
(f) "Information" has the meaning	"Information" has the meaning set forth in subsection 6(a).				
(g) "Rules" means, with respect to the relevant NYSE Entity(ies) for each Platform, that NYSE Entity's(ies') operating agreements, certification of incorporations, bylaws, rules, procedures, policies, practices, technical specifications, circulars, notices, interpretations, directives and decisions, each as amended from time to time.					
	that is located at https://www.nyse.com/publicdocs/nyse/markets/nyse/Client_Session_Request_Form.pdf or successor				
(i) "User" means the entity, other	"User" means the entity, other than NYSE, that has signed this User Agreement.				

#### 2. Rights and Obligations

- (a) Access. Pursuant to the terms and conditions of this User Agreement, NYSE grants the User a personal, non-exclusive, non-transferable, revocable (at will) right to connect to and access the Platform only in accordance with the then-current Rules and User's obligations under this User Agreement and solely for the purpose of placing orders with the Platform for execution and for receiving information from the Platform about these orders. Further, NYSE grants to User a perpetual, non-exclusive, non-assignable, non-transferable, worldwide irrevocable, royalty-free, fully-paid up license to use, reproduce, display, compile, modify and create derivative works (which derivative works are the exclusive property of User), the information and data received during the term of this Agreement through the Platform even after termination or cancellation of this Agreement. The User is solely and exclusively responsible for any hardware, software, communication equipment, communication services, information formatting requirements or other items or services necessary for accessing and using the Platform. User must request connection to the Platform in a Connectivity Questionnaire accepted by NYSE and must document all requested connectivity in a Session Request Form. For clarity, this license does not permit User to distribute or have distributed data made available from the Platform as a stand-alone commercial service or as part of a compilation, along with data supplied from other Users, in competition with data services of NYSE or an affiliate of NYSE, though User may distribute derivative works it has created under the license set forth in this Section 2(a) as a stand-alone commercial service.
- (b) Restrictions on Use; Security. Except as permitted under this Agreement, User may not sell, lease, furnish or otherwise permit or provide access to the Platform or any information or data made available from the Platform to any other entity or to any individual that is not User's employee, customer, agent or regulator; provided User may provide access to information or data made available from the Platform when compelled to disclose pursuant to legal process provided by a court of competent jurisdiction or other governmental entity or regulatory or self-regulatory authority to whose jurisdiction the receiving party is subject. User accepts full responsibility for its employee's, customers' and agent's connection to and use of the Platform and for their compliance with the Rules and the User's obligations under this User Agreement. User shall ensure its employees, customers and agents are made aware (to the extent necessary) of the terms of this User Agreement and that all relevant rights and obligations are reflected in the User's contractual relationships with these third parties (to the extent appropriate). User shall not and shall not allow any other party to alter, decompile or disassemble any code underlying the Platform, attempt to circumvent any security protections for the Platform or interfere with or disrupt the Platform or any servers or networks connected to the Platform. User shall ensure that there is no unauthorized use of or access to the Platform, including unauthorized entry of information into the Platform, or the information and data made available by the Platform. User is responsible for all orders, trades and other messages and instructions entered, transmitted or received under identifiers, passwords and security codes of Authorized Traders, and for the trading and consequences of these orders, trades and other messages and instructions. Unless otherwise expressly authorized in writing, the Rules or as otherwise permitted by law, User, including any service bureau or public extranet, may not redistribute the information and data made available by the Platform.
- (c) <u>User Information</u>. As consideration for receiving authorization to use the Platform, User grants to NYSE a perpetual, non-exclusive, non-assignable and non-transferable (except in both cases as set forth in Section 11), world-wide, irrevocable, royalty-free, fully-paid-up license to use, reproduce, display, compile, modify and create derivative works (which derivative works are the exclusive property of NYSE) of the information and data supplied by User to the Platform, including information or data of or related to User's customers and agents (collectively, "User Data"). User represents and warrants that User owns or has sufficient rights in the information and data to authorize NYSE to perform all of its obligations under this User Agreement and that may be required for User's and NYSE use of the information and data. User represents and warrants that use or delivery of this information and data by User and NYSE: (i) does not violate any copyright, patent, trademark or trade secrets law; (ii) is not an infringement of any kind of any rights of any third party; (iii) does not constitute defamation or invasion of the right of privacy or publicity; and (iv) will not violate any applicable law, regulation or the Rules. No provision in this Agreement impairs any right, interest or use of the information and data supplied by User granted by operation of Securities and Exchange Commission ("SEC") rules or any other rule or law. Except as set forth in this Section 2(c), the parties agree that this Agreement does not grant NYSE any license with respect to User's technology, patents, copyrights, or any other intellectual property.
- (d) Fees. User shall pay when due all amounts payable arising from User's access to the Platform. These amounts include applicable exchange and regulatory fees.
- (e) <u>Order Designation</u>. All orders and any trades resulting from these orders are the responsibility of the Permit Holder from which the orders originated.
- (f) Market Data. User acknowledges that NYSE sells market data products incorporating data from users of the Platform (including User Data) ("Market Data Products") and agrees that nothing in this Agreement other than Section 6(e) interferes with or will be deemed to interfere with NYSE's rights to sell Market Data Products. NYSE shall file fees for any Market Data Products (other than historical and reference data products) with the SEC.
- (g) Reverse Engineering. NYSE shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive User's proprietary trading strategies, including algorithms used by User.

#### 3. Compliance

- (a) Compliance with the Rules and Law. User acknowledges that connection to and use of the Platform is governed by the Rules. User represents and warrants that: (i) it will use the Platform only if and when it is authorized to use the Platform pursuant to the Rules and when User is a Permit Holder; (ii) it will comply with the Rules and all applicable laws and regulations, and only connect to and use the Platform in compliance with the Rules and all applicable laws and regulations; (iii) it is and will remain responsible for its connection to and use of the Platform and the connection to and use of the Platform by any of its employees, customers and agents; and (iv) it will familiarize all Authorized Traders with all of User's obligations under this User Agreement and will ensure that they receive appropriate training prior to any use or access to the Platform.
- (b) Monitoring. NYSE may monitor the User's connection to and use of the Platform for compliance with all applicable laws, regulations, the Rules and this User Agreement. User shall monitor its employees, agents and customers for compliance with the Rules, the rules and regulations of any self-regulatory organizations of which User is a member, all other applicable regulations and all applicable federal and state laws.
- (c) Integrity of the Platform. User shall not: (i) alter the information or data supplied to or received from the Platform in violation of the Rules, (ii) materially affect the integrity of the information or data supplied to or received from the Platform, or (iii) supply or render information or data to or from the Platform that is illegal, inaccurate, unfair, uninformative, fictitious, misleading or discriminatory. User shall not permit its employees, agents, or customers to interfere with or adversely affect the Platform or any connection to and use of the Platform by any other authorized individuals or entities.
- (d) Indemnity. User shall indemnify, defend and hold NYSE and its affiliates, officers, directors, employees and agents harmless from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and attorneys' fees, (collectively, "Claims"), arising from or as a result of (i) User's breach of its obligations under this User Agreement; (ii) NYSE's use or disclosure of User's Information or information in accordance with Section 6(b) (except when used or disclosed for a non-regulatory purpose) or (iii) otherwise from User's connection to and use of the Platform (including connection and use by User's employees, customers and agents) or misuse of the information and data received during the term of this Agreement from the Platform, except in all cases (i)-(iii) to the extent the Claims arise from NYSE's gross negligence, willful misconduct, fraud, breach of this User Agreement or where the Rules provide for liability on the part of NYSE. NYSE may participate, at its own expense, in any defense and settlement directly or through counsel of their choice and User shall not, without the prior written consent of NYSE, enter into any settlement agreement: 1) on terms that would diminish the rights provided to NYSE or increase the obligations assumed by NYSE under this User Agreement, and 2) which does not include an unconditional release of NYSE by every claimant or plaintiff from all liability in respect to the claim, demand, expense, obligation, liability, damage, recovery or deficiency.

#### 4. Change of the Platform

Nothing in this User Agreement constitutes an obligation by NYSE to continue or support any aspect of the Platform in its current form or previous forms. NYSE may from time to time make additions, deletions or modifications to the Platform. NYSE may temporarily or permanently, unilaterally condition, modify or terminate the right of any individuals or entities to access, receive or use the Platform in accordance with the Rules. Further, NYSE may temporarily or permanently terminate the right of any individuals or entities to access the Platform at any time.

#### 5. Ownership

All patents, copyrights, trade secrets, trademarks and other property rights in or related to the Platform and the information and data made available through and/or generated as a result of the Platform (including compilation rights in information and data) are and will remain the exclusive property of NYSE or its licensors. User shall attribute the source as appropriate under all circumstances. For the avoidance of doubt, User retains ownership of all intellectual property rights in and related to its systems, User Data, name, trade name, trademarks and service marks.

#### 6. Information

- (a) Confidentiality. Both parties acknowledge that: (i) the Platform and the information and data made available in the Platform (excluding User Data) incorporate confidential and proprietary information developed, acquired by or licensed to NYSE, including confidential information of NYSE or other entities, and (ii) each party may receive or have access to other proprietary or confidential information disclosed and marked as confidential by the disclosing party (the confidential and proprietary information in (i) and (ii), collectively, the "Information"). Except as set forth in this User Agreement, the receiving party shall use the disclosing party's Information solely to perform its obligations under this User Agreement. The receiving party shall take all precautions necessary to safeguard the confidentiality of the disclosing party's Information, including: (i) those taken by the receiving party to protect its own confidential information, and (ii) those which the disclosing party may reasonably request from time to time.
- (b) <u>Disclosure</u>. The receiving party shall not disclose, in whole or in part, the disclosing party's Information to any person, except as specifically authorized under this User Agreement. User shall not disclose any data or compilations of data made available to User by the Platform without the express, prior written authorization of NYSE or as specifically authorized under this User Agreement. User consents to NYSE disclosing Information: (i) in accordance with its regulatory obligations, and (ii) to ICE and any affiliates of ICE, subject to the restrictions set forth in this User Agreement. User specifically consents to the disclosure of its Information to the consolidated audit trail pursuant to SEC Rule 613(j)(2) and the Rules.
- (c) <u>Unauthorized Use or Disclosure</u>. The parties acknowledge that any unauthorized use or disclosure of the disclosing party's Information may cause irreparable damage to the disclosing party. If an unauthorized use or disclosure occurs, the receiving party shall immediately notify the disclosing party and take at its expense all steps necessary to recover the disclosing party's Information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relieve. If the receiving party fails to take these steps in a timely and adequate manner, the disclosing party may take them at the receiving party's expense, and the receiving party shall cooperate reasonably in the actions that the disclosing party may request.
- (d) <u>Limitation</u>. Unless otherwise required by law, regulation or the Rules, the receiving party has no confidentiality obligation with respect to any portion of the disclosing party's Information that: (i) the receiving party independently developed before receiving the Information from the disclosing party, (ii) the receiving party lawfully obtained from a third party under no obligation of confidentiality, (iii) is or becomes available to the public other than as a result of an act or omission of the receiving party or any of its employees or (iv) the receiving party is compelled to disclose pursuant to legal process provided by a court of competent jurisdiction or other governmental entity or regulatory or self-regulatory authority to whose jurisdiction the receiving party is subject.
- (e) Non-attribution. NYSE shall not disclose data that directly or indirectly identifies User except: i) when NYSE has received User's prior, written consent; ii) when allowed by the Rules (other than Rules for market data products) or required by law, regulation or government rule; iii) restricted access on a delayed, aggregated basis of an issuer's securities to employees of that issuer that are not trading and dealing personnel; or (iv) as part of post-trade information customarily provided to parties to a trade in equity options.

#### 7. Disclaimer of Warranty

THE PLATFORM AND ANY CONNECTIVITY TO THE PLATFORM IS MADE AVAILABLE "AS IS" AND WITHOUT WARRANTY OF ANY KIND. ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTIES WITH RESPECT TO THE PLATFORM, ANY CONNECTIVITY TO THE PLATFORM AND ANY DATA, SOFTWARE OR INFORMATION MADE AVAILABLE IN THE PLATFORM OR THE CONNECTIVITY BY NYSE OR ITS LICENSORS, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY NYSE OR ITS AGENTS, AFFILIATES, LICENSORS OR OTHERWISE (INCLUDING ANY WARRANTY OF SATISFACTORY QUALITY, ACCURACY, UNINTERRUPTED USE, TIMELINESS, LATENCY, TRUTHFULNESS, SEQUENCE, COMPLETENESS, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE PLATFORM OR CONNECTIVITY IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS AND ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE) ARE OVERRIDDEN, EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW OR RULES.

#### 8. No Liability for Trades

USER UNDERSTANDS THAT: (I) NYSE IS NOT DIRECTLY OR INDIRECTLY A PARTY TO OR A PARTICIPANT IN ANY TRADE OR TRANSACTION ENTERED INTO OR OTHERWISE CONDUCTED THROUGH THE PLATFORM, AND (II) NYSE IS NOT LIABLE IN ANY MANNER TO ANY PERSON (INCLUDING THE USER AND ANY PERSON FOR WHOM THE USER IS AUTHORIZED TO TRADE OR ACT) FOR THE FAILURE OF ANY PERSON ENTERING INTO A TRADE OR TRANSACTION BY MEANS OF THE PLATFORM TO PERFORM THIS PERSON'S SETTLEMENT OR OTHER OBLIGATIONS UNDER THE TRADE OR TRANSACTION. NYSE AND ITS AGENTS, AFFILIATES AND LICENSORS ARE NOT LIABLE FOR ANY LOSSES, DAMAGES OR OTHER CLAIMS, ARISING OUT OF THE PLATFORM, ANY CONNECTIVITY TO THE PLATFORM OR THE USE OF THE PLATFORM OR ANY CONNECTIVITY TO THE PLATFORM. USER SHALL ABSORB ANY LOSSES, DAMAGES OR OTHER CLAIMS, RELATED TO A FAILURE OF THE PLATFORM TO DELIVER, DISPLAY, TRANSMIT, EXECUTE, COMPARE, SUBMIT FOR CLEARANCE AND SETTLEMENT, OR OTHERWISE PROCESS AN ORDER, MESSAGE OR OTHER DATA ENTERED INTO, OR CREATED BY, THE PLATFORM EXCEPT AS PROVIDED BY THE RULES OR APPLICABLE LAW. IF THIS SECTION IS DEEMED TO CONFLICT WITH ANY OTHER SECTION OF THIS USER AGREEMENT, THIS SECTION SUPERCEDES THE OTHER SECTION.

#### 9. No Consequential Damages

NYSE AND ITS AGENTS, AFFILIATES AND LICENSORS ARE NOT LIABLE FOR ANY LOSS, DAMAGES, CLAIM OR EXPENSE, INCLUDING ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORSEEABLE, BASED ON USER'S CLAIMS OR THE CLAIMS OF ITS CUSTOMERS, EMPLOYEES OR AGENTS (INCLUDING CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR CONNECTION TO OR USE OF THE PLATFORM OR ANY CONNECTIVITY TO THE PLATFORM, INTERRUPTION IN USE OR AVAILABILITY OF THE PLATFORM OR ANY CONNECTIVITY TO THE PLATFORM, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF OR RESULTING FROM BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHER LEGAL OR EQUITABLE THEORY. THIS SECTION DOES NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW OR THE RULES SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

#### 10. Term and Termination

This User Agreement is effective as of the Effective Date and remains in effect until terminated. NYSE may terminate this User Agreement, one or more Connectivity Questionnaires or one or more Session Request Forms immediately if: (i) User is in breach of this User Agreement for any reason, (ii) any representations made by User in connection with this User Agreement are or become false or misleading, (iii) NYSE determines that it is necessary to protect the Platform from abuse, degradation or material harm, (iv) NYSE determines that continued provision of access will contravene any local, state, federal or international law or regulation or (v) NYSE is notified that User is no longer a Permit Holder in good standing with NYSE or otherwise is no longer authorized to access the Platform. Either party may terminate this User Agreement, a Connectivity Questionnaire or a Session Request Form for convenience upon thirty (30) days' written notice to the other party. If User does not have at least one Connectivity Questionnaire and Session Request Form in effect, then this User Agreement automatically terminates. If this User Agreement terminates, all Connectivity Questionnaires and Session Request Forms automatically terminate. Upon the termination of this User Agreement, a Connectivity Questionnaire or a Session Request Form for any reason, all rights granted to User under this User Agreement (except for the perpetual license in Section 2(a)), the Connectivity Questionnaire or the Session Request Form, as relevant, cease. The provisions of Sections and subsections 3(d), 5, 6, 7, 8, 9, 10 and 13 survive the termination or expiration of this User Agreement for any reason. Termination of this User Agreement, a Connectivity Questionnaire or a Session Request Form does not relieve User of any obligations incurred through its connection to and use of the Platform.

#### 11. Assignment

User shall not assign, delegate or otherwise transfer this User Agreement, a Connectivity Questionnaire or a Session Request Form or any of its rights or obligations under this User Agreement, a Connectivity Questionnaire or a Session Request Form without NYSE's prior approval. NYSE may, in accordance with the requirements of the Securities Exchange Act of 1934, assign or transfer this User Agreement, Connectivity Questionnaires and Session Request Forms, or any of its rights or obligations under this User Agreement, Connectivity Questionnaires or Session Request Forms to an affiliate, successor or acquiring entity upon notice to User. Any purported assignment or delegation in violation of this Section 11 is null and void.

#### 12. Force Majeure

Without prejudice to any of NYSE's rights under the Rules, neither party is liable nor will be deemed in default for any failure or delay in its performance under this User Agreement (other than User's payment obligations) to the extent due to a cause or causes beyond its control, including acts of God or public enemy, war, terrorist act, insurrection or riot, fire, flood, explosion, earthquake, unusually severe weather, labor dispute, national emergency, or act or omission of any governing authority or agency of a governing authority.

#### 13. Miscellaneous

- (a) Except as set forth in subsections 13(i) and (j), this User Agreement can only be amended by a written instrument signed by both parties. An obligation under this User Agreement can only be waived by a written instrument signed by the party waiving the obligation. The failure of NYSE at any time to enforce any provision of this User Agreement does not affect its right thereafter to require complete performance by User. This User Agreement binds each party's respective successors and permitted assigns. This User Agreement, together with all Connectivity Questionnaires, all Session Request Forms and the Rules, constitute the entire agreement between the parties with respect to connection to and use of the Platform; to the extent that there is a conflict, the following order of precedence applies: i) Rules filed with the SEC; ii) this User Agreement; iii) Connectivity Questionnaires and Session Request Forms; and iv) Rules not filed with the SEC. This User Agreement replaces prior user agreements related to User's use of the Platform, but for the avoidance of doubt does not replace, expand or limit any rights of either party under any vendor or subscriber market data agreement.
- (b) This User Agreement is governed by and shall be construed under the laws of the State of New York, without giving effect to any laws, rules or provisions that would cause the application of laws of any jurisdiction other than those of the State of New York.
- (c) The parties shall submit all controversies or claims arising out of or relating to this User Agreement, or to its breach or alleged breach, to arbitration in New York, New York administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. This requirement for arbitration does not prevent either party in accordance with subsection 6(c) from seeking interim injunctive relief in any court of competent jurisdiction in New York, New York. Judgment on the award rendered by the arbitrator(s) may be rendered by a state or federal court sitting in New York, New York, and each party submits to the personal jurisdiction of these courts for the purpose of entering any such judgment. The parties acknowledge that this User Agreement evidences a transaction involving interstate commerce, and that the United States Arbitration Act governs the interpretation and enforcement of this arbitration clause and any proceedings brought pursuant to it. The arbitrator(s), however, shall have no authority to award punitive or other damages, other than interest and fees as may be permitted by this User Agreement, not measured by the prevailing party's actual damages, and no authority to order the arbitration to proceed on behalf of a class or on behalf of any other person not a signatory to this User Agreement. The arbitrator(s) may grant injunctive and other equitable relief, but in granting any relief of any kind the arbitrator(s) may not modify or disregard the terms of this User Agreement. Neither party may bring an action arising out of this User Agreement or any breach or claimed breach of this User Agreement more than one (1) year after the cause of action arose.
- (d) If any provision of this User Agreement is held to be unenforceable, in whole or in part, that holding will not affect the validity of the other provisions of this User Agreement.
- (e) Headings in this User Agreement are for convenience only and do not form a part of this User Agreement and do not in any way modify, interpret or construe the intentions of the parties.
- (f) Nothing contained in this User Agreement will be construed as creating a partnership, joint venture or other contractual relationship between the parties.
- (g) Except as otherwise provided in this User Agreement, all notices to the parties must be sent by: (i) courier, (ii) certified mail, postage prepaid and return receipt requested, (iii) e-mail with e-mail acknowledgement of receipt or (iv) in the case of a proposed amendment, circular issued to Users generally. All notices must be sent to the notice address listed on the last page of this User Agreement. Either party may change its designated notice recipient by notice to the other party.
- (h) Except for NYSE's affiliates, there are no third party beneficiaries to this User Agreement.
- (i) NYSE may, in its sole discretion, immediately amend any provision of this User Agreement, any Connectivity Questionnaire and any Session Request Form by notice to the User, where failure to do so will or would be likely to give rise to a breach of the rules or regulations of an applicable regulatory authority by NYSE. The User expressly agrees that this provision is a condition of this User Agreement and is necessary to ensure that regulatory compliance is maintained by NYSE at all times.

#### **NYSE USER AGREEMENT (CONTINUED)**

- NYSE may further amend the provisions of this User Agreement on one hundred and twenty (120) days' written notice to the User. User may object in writing to the proposed amendment by providing written notice to NYSE, provided that the response must state in reasonable detail the basis of the objection. The response must be received no later than sixty (60) days after the date that NYSE distributed the proposed amendment. NYSE shall use commercially reasonable efforts to respond to User's timely objection in writing within thirty (30) days of receipt and will use commercially reasonable efforts thereafter to meet with the objecting User (in person or by phone) to discuss in good faith any potential resolution. Otherwise, any use by User of the Platform after the expiration of the one hundred and twenty (120) day notice period is deemed acceptance by User of the amendment. NYSE may amend the Connectivity Questionnaire and Session Request Form effective immediately upon posting to <a href="https://www.nyse.com">www.nyse.com</a>. User may not alter any terms and conditions of this User Agreement, and no modification to this User Agreement proposed by User will be binding, unless in writing and manually signed by an authorized representative of each party.
- (k) No remedy conferred by any of the provisions of this User Agreement is intended to be exclusive of any other remedy including any remedy or rights under the Rules, except as expressly provided in this User Agreement, and each and every remedy is cumulative and in addition to every other remedy given under this User Agreement or now or later existing in law or in equity or by statute or otherwise.
- (I) It is not the responsibility of NYSE to inform Users of regulatory requirements including all regulatory, audit trail, record keeping and record retention requirements to which they may be subject (in any jurisdiction). The User assumes all responsibility for keeping itself fully informed of all Rules, rules, requirements, policies and laws.
- (m) Notwithstanding any other provision in this User Agreement, User acknowledges and agrees that confidential information and services (including any software, data or related materials provided by NYSE to User in connection with this User Agreement) may not be disclosed to any person or entity targeted by any of the economic sanctions of the United States administered by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), or any person in any country targeted by OFAC sanctions, or used, in whole or in part, in any way that reasonably could be expected to cause a violation by NYSE or an affiliate of NYSE of OFAC sanctions or restrictions on the export, re-export, sale or transfer of goods and technology administered by the United States Department of State or United States Department of Commerce.

The parties have executed this User Agreement by their duly authorized representatives.

Accepted on behalf of User:	Accepted on behalf of NYSE:
(Company Name)	Entity:
By (Signature):	By (Signature):
Name:	Name:
Title:	Title:
Date:	Date:
With Notices To:	
User Name:	NYSE
Contact Name:	Attention: Client Relationship Services
Address:	353 N. Clark Street, 31 <sup>st</sup> Floor
City, State, Zip:	Chicago, IL 60654
Email:	crs@nyse.com

# **NYSE Master User Agreement**

### **Additional Platform Agreement**

Several NYSE Entities operate markets for options and equities (each, a "Platform"). User, as identified below, has already entered into a Master User Agreement with at least one NYSE Entity. User would now like to enter into a User Agreement with the NYSE Entity(ies) indicated below for access to the additional Platform(s) selected below. Any User Agreement entered into by means of this Additional Platform Agreement form is a separate User Agreement and incorporates all the terms and conditions of the NYSE Master User Agreement, located at www.nyse.com, as amended from time to time in accordance with the terms of the Master User Agreement.

	Platform:		NYSE Entity(ies)		
	☐ NYSE Arca Equities		NYSE Arca, LLC		
	☐ New York Stock Excha	ange	New York Stock Ex	change LLC	
	☐ NYSE American		NYSE American LL	С	
	□ NYSE National		NYSE National, Inc		
	☐ NYSE Chicago		NYSE Chicago, Inc		
	□ NYSE American Option	ns	NYSE Amex Option	s LLC	
	□ NYSE Arca Options		NYSE Arca, Inc.		
Name (	of Applicant Broker-Dealer:			CRD #:	
Busine	ss Address:				
City:		State:		Zip Code:	
	☐ Corporation ☐	Limited Liability Company	☐ Partnersl	ip Sole Propr	ietor
Contac	t Name:		Title"		
Phone:			Eili		
The parties	s have executed this User Agr	eement by their duly authorize	ed representatives.		
Accepted	on behalf of User:		Accepted on beha	If of NYSE:	
(Company	Name)		(Entity)		
By (Signat	ure):		By (Signature):		
Name:			Name:		
Title:			Title:		
Email:			Email: crs	@nyse.com	
Date:			Date:		

# NYSE American Options - Designated Give-up Notification Form

1. American Tradir	ng Perm	it ("ATP") Firm Inform	ation	<u> </u>			
ATP Firm Name				CRD#			
Business Contact Name							
Business Contact Phone and E-mail Address							
2. Give-up Informa	tion						
enable (or disable)	give-ups eck the a	Firm requests NYSE As for the following ATP (ppropriate column/box	Clearing Firms	_	•	Enable Give Up	Disable Give Up
ATP Clearing Firm Name:			OCC #:				
ATP Clearing Firm Name:			OCC #:				
ATP Clearing Firm Name:			OCC #:				
ATP Clearing Firm Name:			OCC #:				
ATP Clearing Firm Name:			OCC #:				
ATP Clearing Firm Name:			OCC #:				
ATP Clearing Firm Name:			OCC #:				
ATP Clearing Firm Name:			OCC #:				
transactions execut	ed pursu	has appropriate policies ant to this agreement a has a valid Clearing Let	nd Exchange Rule 961				
Print Name and Tit Authorized Signato							
Signature			Da	ate			

Please return to Client Relationship Services via email CRS@nyse.com.

# New York Stock Exchange LLC ("NYSE") and NYSE American LLC ("NYSE American") Securities Lending Representative Form

Must be completed by all applicants for approval as Securities Lending Representatives ("LE") and/or all direct supervisors of Securities Lending Representatives ("LS").

The LE and/or LS registrations should be requested on Web CRD for both NYSE and NYSE American (together "the Exchange").

#### THE AGREEMENT

#### **Compliance with Policies and Regulations**

As an employee engaged in securities lending or borrowing activities, including, but not limited to, negotiating rates, contract values and credit parameters and payment of rebates, I will abide by the policies and procedures established by my employer as well as all applicable Federal and State Securities Laws and with the applicable rules of the Exchange.

#### **Securities Transactions**

I agree to obtain the written consent of my employer prior to opening a securities account at another financial institution and will arrange to furnish duplicate copies of confirmations and statements to appropriate supervisory persons at my employer in accordance with the rules of the Exchange.

#### **Expense Accounts**

I agree that when exercising expense account privileges I will act in accordance with the guidelines established by my employer and I understand that persons designated as having supervisory responsibilities over securities lending or borrowing activities will make a thorough review of all such expense account records.

#### **Gifts & Gratuities**

I agree that I will promptly notify appropriate supervisory personnel of all gift and gratuity offerings and receipts in order to ensure adherence to my employer's and the Exchange's rules and policy.

Nember Organization Name	Firm CRD#
Name of Witness <sup>1</sup> (Please Print)	Name of Applicant (Please Print)
Signature of Witness	Signature of Applicant
	Applicant CRD#

Please email a completed copy of this form to Client Relationship Services at <a href="mailto:crs@nyse.com">crs@nyse.com</a>.

## NYSE Pillar **Connectivity Questionnaire (CQ)**

#### Instructions and Information

Permit Holders must complete, and the Exchange must approve, the following questionnaire prior to establishing connectivity to the Exchange. All connections are subject to and governed by applicable laws, regulations and Rules and any applicable user agreement.

#### 1. Process for adding Connectivity:

- Step 1: Completed Connectivity Questionnaire (CQ) is sent to Client Relationship Services (CRS) at CRS@nyse.com. Please complete a separate CQ for MPIDs with different access types.
- Step 2: When the CQ is approved, CRS permissions the new access type for the next business day and notifies the Permit Holder and the API Technical Support team.
- Step 3: API Technical Support completes any necessary session updates. If a new session is required, please also submit to Connectivity@nyse.com the Session Request Form available at www.nyse.com/pillar.
- Step 4: Permit Holder's new access to the Exchange is complete.
- If a connection is terminated by the Permit Holder, the Permit Holder must notify <a href="mailto:CRS@nyse.com">CRS@nyse.com</a> within one business day.

2. The full text of rules referenc 3. Permit Holder and Contact In	ed in this Connectivity Questionnair	e can be found at <u>www.nys</u>	e.com/regulation.	
Permit Holder Firm Name:		Web CRD™ Number:		
Business Contact:	E	Business Contact E-Mail:		
Compliance Contact:	(	Compliance Contact E-Mail:		
4. Details	1		1	
MPID(s) requesting access to:		MPID(s):		
☐ NYSE Arca Equities	☐ NYSE American			
☐ NYSE National	☐ NYSE Equities			
☐ NYSE Chicago	☐ NYSE American Options			
☐ NYSE Arca Options				
How will this MPID(s) be accessing the exchange? Please check the		☐ Direct (FIX)	☐ Direct (Binary)	
appropriate box(es).	er OMS and Floor Broker FBA	☐ Service Bureau (SB Na	me:	)
Providers must sign in Section		☐ Floor Broker OMS (OM (NYSE Equities Only)	S Name:	)
		☐ Floor Broker FBA (FBA (NYSE Equities Only)	Name:	)
		☐ Identifier Only - No Con	nnectivity	
Will this MPID(s) be used by a Holder?	customer or affiliate of the Permit	☐ Yes	□ No	
	se list the customer or affiliate name:			
By signing this Connectivity Qu	uestionnaire:			

- The Permit Holder represents that it has established reasonably designed regulatory policies and procedures and pretrade risk management systems pursuant to applicable Rules and federal rules over the order flow that is sent through
- The Permit Holder confirms having established reasonably designed regulatory policies and procedures to monitor order flow pursuant to SEC Rule 15c3-5.
- The Permit Holder understands that this route is not to be used for any other purpose or for any other entity other than what is documented in this Connectivity Questionnaire.

Name and Title (Printed)		
Name (Signature)		Date:

Please return to Client Relationship Services via email at CRS@nyse.com.

January 2024 1

# NYSE Pillar Connectivity Questionnaire (CQ)

MPID:

5. Access Provider Authorization (Service Bureau / Floor Broker OMS / Floor Broker FBA)

Permit Holder Firm Name:

E-Mail:

re undersigned, as an approved NYSE Service Bureau, Floor Broker OMS or Floor Broker  YSE Platform for the above mentioned Permit Holder per the information outlined in this  cordance with the NYSE Pillar Access Provider Connection Agreement, or other applicat	Connectivity Questionnaire and in
Access Provider Name (Service Bureau, Floor Broker OMS or Floor Broker FBA):	
Authorized Signature:	Date
Name and Title:	
Phone:	

Please return to Client Relationship Services via email at <a href="mailto:CRS@nyse.com">CRS@nyse.com</a>.

January 2024

# NYSE Pillar Access Provider Connection Agreement

ACCESS PROVIDER CONNECTION AGE	RECIVIEN I
("Pillar"), for the purposes of connection to	nd in consideration of being permitted to connect to the NYSE Pillar technology platform one or more market (as identified below), agrees with the NYSE Entity(ies) indicated Connection Agreement ("Connection Agreement").
Platform:	NYSE Entity(ies)
☐ NYSE Arca Equities	NYSE Arca, LLC <sup>1</sup>
☐ NYSE American	NYSE American LLC
☐ NYSE National	NYSE National, Inc.
☐ New York Stock Exchan	ge New York Stock Exchange LLC
☐ NYSE Chicago	NYSE Chicago, Inc.
☐ NYSE American Options	NYSE Amex Options LLC
☐ NYSE Arca Options	NYSE Arca, Inc.
General Information	
AKA Name / Formerly Known As:  Address:  Contact Person:  Title:  Phone:  Email:  Web Address:	If User changes its name, a new Connection Agreement is required.)
	chalf of an approved member/participant/permit holder ("Subscriber") of the market(s) consible for more than one Subscriber, User must list all Subscribers in Exhibit A.  Accepted on behalf of NYSE:
(Access Provider Name)	(Entity)
By (Signature):  Name:	By (Signature): Name:
Title:	Title:
Email:	Email: CRS@nyse.com
Date:	

Please return completed form to Client Relationship Services at <a href="mailto:CRS@nyse.com">CRS@nyse.com</a>

<sup>&</sup>lt;sup>1</sup> NYSE Arca operates a Platform of its affiliate, NYSE Arca, Inc., a self-regulatory organization.

#### PILLAR ACCESS PROVIDER CONNECTION AGREEMENT TERMS AND CONDITIONS

#### 1. Connection

This Connection Agreement provides User only with a connection to Pillar ("Pillar Connection") and does not assure User or any end user receiving connectivity directly or through User ("End User") of the right to access the New York Stock Exchange, NYSE MKT, NYSE Arca Equities, NYSE Arca Options, NYSE Amex Options, or NYSE Bonds marketplaces (each a "NYSE Market" and together "NYSE Markets") and User is responsible for making separate arrangements to access each NYSE Market. In NYSE's sole discretion, the use of or the right to receive or redistribute a Pillar Connection or access to the NYSE Markets (a) may not be made available to all persons or entities, and (b) may require compliance with additional terms, obligations and conditions, including execution of and compliance with additional documentation. User shall ensure that each End User is a Subscribers of any NYSE Market to which User provides the End User a Pillar Connection and shall not allow any End User that is not also a Subscriber of a NYSE Market access to that NYSE Market.

#### 2. Proprietary Rights

User agrees that all proprietary rights in Pillar and the Pillar Connection 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 Pillar Connection or any service ("Third Party Providers"), and User shall have no proprietary right or interest in Pillar or the Pillar Connection.

#### 3. Compliance with Law

User shall comply with (i) all applicable laws, regulations, interpretations, decisions, opinions, orders and other requirements of the SEC; (ii) all rules, regulations, interpretations, decisions, opinions, orders and other requirements of any applicable NYSE Markets, relating to Pillar and the Pillar Connection. User shall not (a) alter, decompile, or disassemble any code underlying Pillar or the Pillar Connection or (b) attempt to circumvent any security protections for Pillar or the Pillar Connection, or (c) interfere with or disrupt Pillar or the Pillar Connection, or any servers or networks connected to the NYSE Markets, or (d) give access to or disclose to any unauthorized person any password, encryption key or other security methodology through which Pillar or any Pillar Connection is accessed. User shall take all reasonable precautions to safeguard the confidentiality of any password encryption key or other security methodology.

#### 4. Specifications and Testing

User has read and understands the specifications and policies located at <a href="www.nyse.com/connectivity/specs">www.nyse.com/connectivity/specs</a> any other specifications and policies applicable to User, the Pillar Connection and the NYSE Markets, all as updated from time to time and located at <a href="www.nyse.com">www.nyse.com</a> (collectively, the "Specifications"). User shall comply with and be bound by all provisions of the Specifications, as currently in effect and, in accordance with Section 6 below, as they may be amended from time to time. User shall cooperate with NYSE and whatever other parties NYSE specifies as required for testing of business continuity and disaster recovery plans, including backup systems.

#### 5. Suspension of Pillar Connection

NYSE may, without incurring any liability, suspend the User's or an End User's Pillar Connection at any time, without notice (unless the provision of advance notice is reasonably practicable) and without cause.

#### 6. Amendment

NYSE may amend this Connection Agreement and the Specifications from time to time upon giving notice of the terms of any amendment to User by any reasonable means, including by publication on <a href="https://www.nyse.com">www.nyse.com</a> (the "Website"). With regard to any amendment effected by publication on the Website, NYSE shall use reasonable efforts to advise User of the publication of the amendment by sending notice to the email address of User's Contact Person set forth on the signature page of this Connection Agreement. NYSE, in its sole discretion, may limit, expand or terminate, or subject to different or additional terms, conditions or restrictions, the Pillar Connection. User's use of the Pillar Connection after thirty (30) days of publication or receipt of notice of amendment of this Connection Agreement or of the Specifications constitutes acceptance of that amendment. If User changes its name, a new Connection Agreement is required. If the Subscriber for an Access Provider becomes invalid, User shall send NYSE notice of this invalid status within thirty (30) days of the Subscriber becoming invalid, and a new Connection Agreement or Exhibit A, as relevant, is required. If the User adds additional Subscribers, User must sign an updated Exhibit A. Connection Agreements must be current as determined in NYSE's sole discretion. Connection Agreements that are not current are subject to termination by NYSE.

#### 7. Payment

User shall pay NYSE, LLC for the Pillar Connection by End Users per the charges set forth in the applicable NYSE Market fee schedule available at <a href="https://www.nyse.com">www.nyse.com</a> ("Fee Schedules"). User shall make payments pursuant to the terms set forth in this Connection Agreement and the Fee Schedules. Payment is due within thirty (30) business days from the invoice date. Charges may be changed by NYSE effective at any time. User may arrange for third party billing, however, User shall be fully responsible for all payments due under this Connection Agreement regardless of designation of a third party payor. User agrees to pay all third party charges, such as sales taxes, which are User's legal responsibility to pay.

#### PILLAR ACCESS PROVIDER CONNECTION AGREEMENT TERMS AND CONDITIONS (CONTINUED)

#### 8. Disclaimer

PILLAR AND THE PILLAR CONNECTION ARE PROVIDED TO USER ON AN "AS IS" BASIS. NYSE, NYSE TECHNOLOGIES CONNECTIVITY, INC., THE THIRD PARTY PROVIDERS AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND LICENSORS ARE REFERRED TO AS THE "DISSEMINATING PARTIES." WITH RESPECT TO PILLAR AND THE NYSE MARKETS, PILLAR CONNECTION, AND THEIR RESPECTIVE CONTENTS, THE DISSEMINATING PARTIES DO NOT MAKE ANY REPRESENTATIONS AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIM ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES OF ANY KIND TO USER, END USER OR ANY THIRD PARTY. THIS DISCLAIMER INCLUDES REPRESENTATIONS AND WARRANTIES REGARDING ACCURACY, TIMELINESS, COMPLETENESS, SEQUENCING, LATENCY, CURRENTNESS, NON-INFRINGEMENT, 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 OR END USER'S RECEIPT AND USE OF PILLAR, THE NYSE MARKETS OR PILLAR CONNECTION, AND DO NOT GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA PROVIDED AS PART OF PILLAR, THE NYSE MARKETS OR PILLARCONNECTION.

#### 9. Limitation of Liability

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT ARE THE DISSEMINATING PARTIES LIABLE TO USER, ANY END USER OR ANYONE ELSE FOR:

- A) ANY TYPE OF DAMAGES (SUCH AS DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES), EVEN IF ADVISED OF THE POSSIBILITY OF THE DAMAGES,
- B) ANY OTHER LOSS OR INJURY, OR
- C) ANY TELECOMMUNICATIONS CHARGES OR OTHER COSTS, INCURRED BY USER IN ACCESSING OR USING PILLAR, THE NYSE MARKETS OR PILLAR CONNECTION.

#### 10. Governing Law

This Connection Agreement is governed by and construed in accordance with the laws of the State of New York, USA, without regard to choice of law principles, as the laws of the State of New York apply to agreements made and performed solely within New York. If a court finds any term or provision of this Connection Agreement to be invalid or unenforceable, that term or provision will be ineffective only to the extent of the finding and the court's jurisdiction, without rendering invalid or unenforceable the remaining terms and provisions of this Connection Agreement in that court's jurisdiction or affecting the validity or enforceability of any of the terms and provisions of this Connection Agreement in any other jurisdiction.

#### 11. Term and Termination

This Connection Agreement is effective only when accepted by NYSE. User will be notified of this acceptance by email at the email address of User's Contact Person set forth on the signature page of this Connection Agreement. The term of this Connection Agreement commences upon valid execution by the User and delivery to and acceptance by NYSE, and continues until the last day of the month which is one month after the month in which this Connection Agreement commences. Thereafter, the term of this Connection Agreement automatically extends for one month terms from month to month, unless terminated in accordance with the terms of this Section 11. This Connection Agreement may be terminated by User upon five (5) days' notice to NYSE, and by NYSE at any time in NYSE's sole discretion; provided, however, that NYSE shall provide notice if reasonably practicable. Upon termination, NYSE will terminate the Pillar Connection. The foregoing notwithstanding, the provisions of Sections 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 17 survive any expiration or termination of this Connection Agreement.

#### 12. Assignment and Entire Agreement

User may not assign or delegate any of its rights or obligations arising under this Connection Agreement, except with the prior written consent of NYSE, which will not be unreasonably withheld. Any purported assignment or delegation in violation of this Section 12 is null and void. This Connection Agreement and the Fee Schedules, as amended from time to time by NYSE or any of the NYSE Markets, constitute the entire agreement between the parties on this subject matter and supersede all prior agreements, arrangements, representations or promises, whether oral or written.

#### 13. Redistribution and Confidentiality

Except as set forth in this Connection Agreement, User may not redistribute the Pillar Connection and may not disclose the content of the NYSE Markets, Pillar Connection or any Specification, unless otherwise permitted pursuant to a separate written agreement with NYSE or pursuant to a published policy of the NYSE Markets or as otherwise permitted by law. The foregoing is not to be construed to restrict the distribution or disclosure of any proprietary information of User solely because the information may have been transmitted via a Pillar Connection. User may allow End Users access or use of the Pillar Connection if User (i) requires that all End Users enter into a separate agreement with User respecting the delivery of User services, and that, irrespective of the separate agreement, acknowledge that there is no contractual privity between any End Users, on the one hand, and NYSE or any of the NYSE Markets, on the other hand, with respect to Pillar and the Pillar Connection, (ii) ensures all End Users comply with the Specifications and (iii) requires that its agreements with each of its End Users contain terms sufficiently limiting End Users' use of Pillar, the NYSE Markets and Pillar Connection in accordance with the restrictions on use, disclaimers and limitations of liability delineated in this Connection Agreement.

#### PILLAR ACCESS PROVIDER CONNECTION AGREEMENT TERMS AND CONDITIONS (CONTINUED)

#### 14. Benefit of Agreement

The provisions of this Connection Agreement are for the benefit of NYSE, NYSE Technologies Connectivity, Inc. and the Third Party Providers, the NYSE Markets and each of their respective affiliates. Each of NYSE, NYSE Technologies Connectivity, Inc. the Third Party Providers, the NYSE Markets and their respective affiliates has the right to assert and enforce the provisions of this Connection Agreement directly against the User.

#### 15. Notices

Except as otherwise provided in this Connection Agreement, all notices to the parties shall be sent by (i) courier, (ii) certified mail, postage prepaid and return receipt requested or (iii) e-mail with e-mail acknowledgement of receipt. All notices must be sent to (i) in the case of NYSE, <a href="mailto:crs@nyse.com">crs@nyse.com</a> with a copy to ContractNotices@theice.com and (ii) in the case of User, to the User's Contact Person set forth on the first page of this Connection Agreement. Either party may change its designated notice recipient by notice to the other party.

#### 16. Force Majeure

Notwithstanding any other term or condition of this Connection Agreement, NYSE, NYSE's affiliates, and its third party providers, including, but not limited to, software, hardware, communications and data providers, and User, shall not be obligated to perform or observe their obligations undertaken in this Connection Agreement (except for obligations to make payments hereunder and regulatory obligations) if prevented or hindered from doing so by any circumstances found to be beyond their control and without their gross negligence or willful misconduct. Such causes include, without limitation, acts of God, acts of government in its sovereign or contractual capacity, power shortages or failures, utility or communications failures or delays, labor disputes, strikes, supply shortages, equipment failures, and software malfunctions.

#### 17. Predispute Arbitration

- A) ARBITRATION IS FINAL AND BINDING ON THE PARTIES
- B) THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL.
- C) PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS.
- D) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING AND ANY PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED E) THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY
- F) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the User is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Connection Agreement except to the extent stated herein. All claims, disputes, controversies, and other matters in question between the parties to this Connection Agreement and the parties' employees, and other agents, arising out of, or relating to this Connection Agreement, or to the breach hereof, shall be settled by final binding arbitration. The arbitration proceeding shall be held in the City of New York, State of New York, unless otherwise agreed by the parties. In no event shall such claim, dispute, controversy, or other matter in question be made later than one (1) year after the claim, dispute, controversy or other matter in question is related to the collection of past due payments).

# **Exhibit A to NYSE Pillar Access Provider Connection Agreement**

Select the Exchange	e and Access Provider	Туре	e belo	w for this Exhibit A:			
Select Exchange(s	s):						
	NYSE			NYSE American Equities		NYSE National	
	NYSE Arca Equities			NYSE American Options		NYSE Chicago	
	NYSE Arca Options						
Select Provider Ty	pe:						
	Service Bureau		NYS	E Floor Broker OMS		NYSE Floor Broker Algo	
Member Name(s):							
	Please er	nail c	omp	leted Exhibit to CRS@nys	se.coi	<b>n.</b>	
				<u></u>		_	
User	(Access Provider)			_			
Authorized S	ignature of User				Nam	e	
Title					Date		

### NYSE American Options Connectivity Application & Questionnaire (CQ)

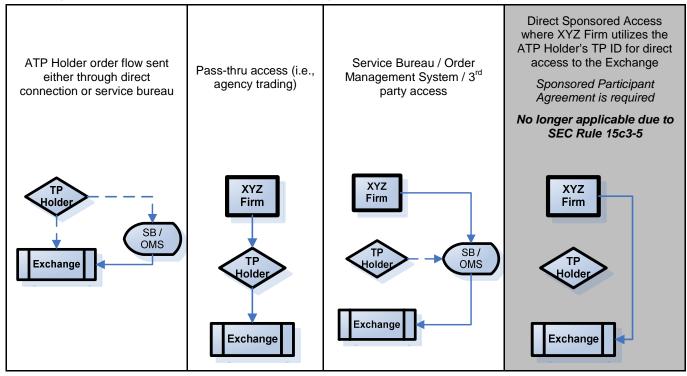
#### Instructions and Information

American Trading Permit ("ATP") Holders must complete and NYSE American Options ("the Exchange") must approve of this questionnaire prior to establishing connectivity to the Exchange. If the information below is no longer accurate, the ATP Holder must notify the Exchange. All connections are subject to applicable Federal securities laws and Exchange rules, including the NYSE Master User Agreement.

#### 1. Process for adding Connectivity:

- Connectivity Application ("CQ") is sent to Client Relationship Services ("CRS") at <a href="mailto:CRS@nyse.com">CRS@nyse.com</a>.
- When the CQ is approved, CRS permissions the new connection for trading for the next business day and notifies the ATP Holder.
- If a connection is terminated by the ATP Holder, the ATP Holder must notify <a href="mailto:CRS@nyse.com">CRS@nyse.com</a> within one business day.

#### 2. The below diagrams illustrate the possible connectivity configurations:



#### NYSE American Options Connectivity Application & Questionnaire

3. ATP Holder and Contact	Information	tivity App	meation & W	uestionnane	
ATP Holder Firm Name:	Web CRD <sup>1</sup>		<sup>™</sup> Number:		
Business Contact:		Business Contact E-Mail:			
Compliance Contact:		Compliance	e Contact E-Mail:		
4. Connectivity Questions					
Name of the Connection(s):			ATP ID	Connection(s)	
This row is completed by	CRS only				
please complete and subi Connectivity@nyse.com:	Drop Copies are required for this connit the Session Request form to  blicdocs/nyse/markets/nyse/Client Se		☐ Clearing function ☐ Billing function	ns s to Options Floor Brokers	
uest_Form.pdf			,		
Is this connection for orders routed by the ATP Holder, or an affiliate or customer of the ATP?			☐ Orders routed by the ATP Holder ☐ Orders routed by an affiliate of the ATP Holder ☐ Orders routed by a customer of the ATP Holder		
If the connection is for routing orders, please identify the end user(s) of the new connection.			☐ Prop Trading Desk       ☐ Individual Trader         ☐ Algorithm/Black Box       ☐ Market Maker         ☐ Retail Customers       ☐ Hedge Fund         ☐ Institutional Customers       ☐ Agency         ☐ Other (explain):		
If the connection is for a not	n-U.S. entity, please provide the country	of domicile.	Country of Domic	<u>cile</u> :	
	Service Bureau (SB) or Order Managem ion, please provide the name of the techr		SB/OMS Name: Authorized for:(Provide a separa	ate list if more space is required)	
relinquish any monies accru	ru or 3rd party access, does the ATP Holued from the Payment for Order Flow ("Pf ted through this connection?			ne legal name of the entity participating gram and to which payments should be	
			NO		
pursuant to Exchange federal rules over the The ATP Holder considerate.  The ATP Holder attention the ATP Holder attention the ATP Holder und documented in the CADDITIONALLY, UNLESS OTH LIABILITY TO USER, SUSPEN	esents that it has established effective reginger ules, including but not limited to Rule 92 eorder flow that is sent through this connefirms having established effective regulators that the Firm will not provide any direct	22 and 902.1Nection.  ry policies an  or sponsored  or any other p  CHANGE ANI	IY, as applicable, to d procedures to mod access to the Exclurpose or for any of DUSER, THE EXCH.	review for violations of Exchange and chitor order flow pursuant to SEC Rule change platforms to any third party ther entity other than what is	
Name and Title (Printed)					
Name (Signature)					

Please return to CRS via email at <a href="mailto:cRS@nyse.com">CRS@nyse.com</a>.

# NYSE American Options Limited Public Customer Business Attestation

The undersigned American Trading Permit ("ATP") Holder/ATP Firm, conducting a Limited Public Business in Options pursuant to Exchange rule 930NY(b), agrees to perform the following as a condition of their approval

- ATP Holder or ATP Firm will be required to file Monthly FOCUS Reports.
- ATP Holder or ATP Firm will be subject to SEC Rule 15c3-3 (Customer Protection Rule) if exemption is not satisfied.
- ATP Holder or ATP Firm must have an annual audit by an independent public accounting firm. These reports are required to be submitted to the SEC pursuant to SEA Rule 17a-5(f)(2). Copies are also required to be submitted to the FINRA Regulatory Coordinator on behalf of NYSE American Options ("the Exchange").
- ATP Holder or ATP Firm must maintain P&S blotters, Order Tickets, Account Documentation.
- Amend Form BD with the Central Registration Depository ("WebCRD®"), as necessary.
- Meet all Continuing Education requirements associated with any required licensing.
- Anti-Money Laundering Compliance Program must be updated to adequately address the public business conducted (including a Customer Identification Program).
- File an Annual Written Compliance Report by April 1 each year.

ATP Holder:	CRD#:	
Authorized Signature:	Date:	

Please send the signed attestation form as well as any supporting documentation to <a href="mailto:crs@nyse.com">crs@nyse.com</a>.

# **Application to Aggregate Billing of Affiliated Member Firms**

separately the "Exchange") Aggreg		nicago (1	ogether "NYSE Exchanges" or	
its eligible activity with its affiliates for affiliate status of entities whose activity	charges assessed or credits pro-	vided. Su	on/member firm may request aggregation or the request shall include certification of the seeking to aggregate.	
General Information				
Firm Name of Primary Applicant:				
Business Address:				
City:		_ State:	Zip:	
Business Phone: Please check the applicable market(s) for		_ CRD #:		
☐ NYSE American	☐ NYSE Arca		☐ NYSE National	
☐ NYSE	☐ NYSE Arca Options		☐ NYSE American Options	
☐ NYSE Chicago				
Affiliated Members				
Provide the following information: List to provide complete information may re			CRD Numbers; and type of affiliation. Failu	re
Member Firms to be Affiliated with F Applicant	Primary CRD #	Type of Affiliation (wholly owned subsidiary/parent/sister/etc)		
Аррисан	CRD#	Subsit	iiai y/parerii/sister/etc)	
Authorization and Acceptance				
The Applicant Firm, by its duly authoriz are affiliates within the meaning of the information to verify the affiliate status	relevant Exchange's fee schedule of the entities listed herein. The	e. The Ap Applicant	s that the entities listed in this application plicant Firm agrees to provide, upon reques Firm shall also provide immediate notice of	
any event that causes an entity listed h	erein to cease to be an affiliate o	tne Appi	icant Firm.	
Signature of Authorized Officer:				
Name:				
Title:				
Phone:				
Email Address:				
Date:				

Completed application should be returned via email to crs@nyse.com.



# **Session Request Form - Pillar Native Gateway**

Session setup process consists of two steps:

- 1. For new, or modification to existing, sessions please submit this form to connectivity@nyse.com
- 2. For new, or modification to existing, source network address provisioning, please complete the Source IP Permission and Peering Information in the table (Page 2) and send a separate request to <a href="mailto:clientprovisioning@ice.com">clientprovisioning@ice.com</a>

For questions regarding this form, please contact Connectivity Tel: +1 212.896.2830 option 2,1/Email: connectivity@nyse.com

Contact Information	
Company Name:	
First/Last Name:	
•	
Email Address:	
Phone:	
Session Detail	the drop down lists below and specify number of Sessions.
Request Type:	# of Sessions:
Market:	
Session Type:	
, · ·	
Protocol:	
SenderCompIDs (Type in all if modifying or	
removing.):	
Session Settings (Required) - Leave blank and proceed to the next - Below default settings will apply if pr	
MPID(s)/Clearing No/ClientID/DMA SubID:	
Cancel on Disconnect:	
Priority Update Ack Subscription:	
Default Self-Trade Prevention:	STP Type:
Symbol Eligibility:	
Max Order Qty (Exchange max	Order Capacity
applied, if blank.):	(Equities only):
<b>Drop Copy Settings (Required)</b> - Leave blankif protocol is order entry - Check only the settings that are char	
Request Type:	# of Drop Copy Sessions:
Protocol:	
Message Preference:	
Drop Copy Filter:	
Based on the above selection, list	
all filter items: MPIDs or	
SenderCompIDs to be added or	
removed:	

Source IP Permission and Peering Information (Required)				
Network Provider	Please list all Source IP Address Ranges you will use to connect to Native Gateways Format: xxx.xxx.xxx/24	Please list the Peering IPs for the IP ranges listed to the left Format: xxx.xxx.xxx		

# Acknowledgment of Certification

Please check the following box to acknowledge that any new functionality being requested in this document has been appropriately tested and certified with our Technology Member Services group:

By (Signature):	
Name:	
Title:	
Company Name:	
CRD #:	
Phone:	
Email Address:	
Date:	



# **NYSE Gateways Session Request Form**

Session setup process consists of two steps:

- 1. For new, or modification to existing, sessions please submit this form to connectivity@nyse.com
- 2. For new, or modification to existing, source network address provisioning, please complete the Source IP Permission and Peering Information in the table (Page 2) and send a separate request to clientprovisioning@theice.com

For questions regarding this form, please contact Connectivity Tel: +1 212.896.2830 option 2,1/Email: connectivity@nyse.com

Contact Information		
Company Name:		
First/Last Name:		
Email Address:		
Phone:		
Session Detail -Please select only one option from	n the drop down lists below and specify numbe	er of Sessions.
Request Type:		# of Sessions:
Market:		·
Session Type:		
Protocol:		
SenderCompIDs (Type in all if modifying or removing):		
TPID or Master Firm/Mnemonic (if adding new session):		
BOLD Default Value (American Options Only):		
Drop Copy Settings (Required)  - Leave blankif protocol is order entry  - Check only the settings that are char		
Drop Copy Request Type:		# of Drop Copy Sessions:
Drop Copy SenderCompIDs (if modifying or removing):		
Drop Copy Type:		
Message Preference:		
Drop Copy Filter:		
Based on the above selection, list all filter items (e.g If you Selected 'Mnemonics', list the Mnemonics that should be reported. If you selected 'SenderCompID', list the sessions you wish to drop to the drop copy session):		

Source IP Permission and Peering Information (Required)				
Network Provider	Please list all Source IP Address Ranges you will use to connect to Native Gateways Format: xxx.xxx.xxx.xxx/24  Please list the Peering I the IP ranges listed to t Format: xxx.xxx.xxx.xxx.xx			

# **Acknowledgment of Certification**

Please check the following box to acknowledge that any new functionality being requested in this document has been appropriately tested and certified with our Technology Member Services group:

By (Signature):	
Name:	
Title:	
Company Name:	
CRD #:	
Phone:	
Email Address:	
Date:	

# NYSE Pillar - Trading Operations Desk Authorized Traders

	entify the personne ected market(s).	l authorize	ed to conduct business ov	er the p	phone with the NYSE Trad	ing Oper	rations Desk for the
□ N)	/SE		NYSE American Equities		NYSE American Options		NYSE National
□ N)	SE Arca Equities		NYSE Arca Options		NYSE Chicago		
General	Information						
Firm N	ame:						
Busine	ss Address:						
City:					_ State:	Zip:	
Busine	ss Phone:				_ CRD #:		
Authoriz	ed Traders						
Full Na	ame:						
Email /	Address:						
Phone	#:				_		
Full Na	ıme:						
Email /	Address:						
Phone	#:				_		
Full Na	ame:						
Email /	Address:						
Phone	#:				_		
Full Na	ame:						
Email /	Address:						
Phone	#:				_		
Authoriz	ed Signatory						
By (Sig	gnature)				Date:		
Print N	ame:						
Title:							
Phone	: <u> </u>				Email:		

Additional Authorized Traders are submitted in a separate document attached hereto

Please return via email to <a href="mailto:crs@nyse.com">crs@nyse.com</a>.

# NYSE American Options ATP Clearing Member Firm Restriction Form

OCC Clearing Member Firm	n Information			
ATP Clearing Member Firm Name: OCC Number:	CRD#:			
	merican rules, the ATP Clearing Member Firm listed above authorizes NYSE American to Corporation ("OCC") number listed above requiring prior authorization for use as a Give-			
	er is marked as restricted, no ATP Member Firm will be able to use that restricted OCC corized by the ATP Clearing Member Firm pursuant to the applicable NYSE American rule.			
	revoke an ATP Member Firm's use of a restricted OCC number, please submit the Authorization and Revocation form to <a href="mailto:crs@nyse.com">crs@nyse.com</a> .			
	docs/nyse/markets/american- otions_Authorization_of_Restricted_Clearing_Number.pdf			
By executing this ATP Clearing Member Restriction Form, the ATP Clearing Member Firm grants NYSE American permission to publish the ATP Clearing Member Firm's restricted OCC number on NYSE's website for purposes of providing notice to other exchange member firms that the ATP Clearing Member Firm's OCC number will not be available for Give Up without Clearing Authorization.				
A separate NYSE American	Clearing Member Firm Restriction Form is required for each OCC number being restricted.			
Authorized Signature:	Date:			
Print Name:	Title:			
ATP Clearing Member Firm	Contact Team for Authorization (to be provided to market participants):			
Email Address:	Phone:			

Please return to Client Relationship Services via email CRS@nyse.com.

# NYSE American Options Authorization or Revocation of Restricted Clearing Number

1. Clearing Firm in	iormatic	on				
ATP Clearing Member Firm Nam	е			CRD#		
Business Contact Name						
Business Contact Phone and E-mail Address						
2. Give-up Informa	tion					
("the Exchange") to	enable eck the a	Clearing Member Firm Au (or disable) give-ups for the ppropriate column/box to	ne following ATP Mem	ber Firms	Give Up	Disable Give Up
ATP Member Firm Name:			OCC #:			
ATP Member Firm Name:			OCC #:			
ATP Member Firm Name:			OCC #:			
ATP Member Firm Name:			OCC #:			
ATP Member Firm Name:			OCC #:			
ATP Member Firm Name:			OCC #:			
ATP Member Firm Name:			OCC #:			
ATP Member Firm Name:			OCC #:			
Print Name and Tit Authorized Signato						
Signature			Dat	e		

Please return to Client Relationship Services via email CRS@nyse.com.

### **EQUITY CLEARING LETTER OF CONSENT**

New York Stock Exchange LLC, NYSE American LLC, NYSE Arca, Inc., NYSE Chicago, Inc. and NYSE National, Inc. (an "Exchange" or the "Exchanges," as relevant)

This Clearing Letter of Consent is to be completed by Clearing below).	ing Member (defined below) and Member (set forth
Please select below which market(s) this Equity Clearing Le	tter of Consent is to be used for:
☐ NYSE Arca Equities ☐ NYSE American Equities ☐	NYSE National NYSE NYSE Chicago
The term "Member" refers to a member organization, Equity Tracone or more Exchanges and includes applicants to be a Member	
The term "Clearing Member" refers to a Member of the same Ex that is a clearing agency that is a member of the National Securi	
The undersigned Clearing Member hereby agrees to accept full through and carried in all accounts held by the following Member	
Member CRD#	
This Letter of Consent shall be subject to the Rules of the releva shall remain in effect until revoked in writing by the Clearing Mer	
Clearing Member (Broker-Dealer Name)	
Clearing Member (NSCC Clearing #)	
Signature of Authorized Officer, Partner or Managing Member of Clearing Member	Signature of Authorized Officer, Partner or Managing Member, or Sole Proprietor of Member
Print Name / Title	Print Name / Title
Date	Date

Please return this form via email to <a href="mailto:crs@nyse.com">crs@nyse.com</a>.

December 2023

#### **OPTIONS CLEARING LETTER OF CONSENT**

NYSE American LLC and NYSE Arca, Inc. (each an "Exchange")

This Clearing Letter of Consent is to be completed by Clearing Member (defined below) and Member (set forth below) and is deemed a Letter of Consent, Letter of Guarantee or Letter of Authorization pursuant to the rules of the noted Exchange(s). Please select below which market(s) this Options Clearing Letter of Consent is to be used for and, if applicable, whether this form is also to be used as: a) Market Maker Letter of Guarantee between the undersigned Market Maker Member and Clearing Member to meet the requirements of NYSE Arca Rule 6.36-O or NYSE American Rule 924NY, or both. b) Floor Broker Letter of Authorization between the undersigned Floor Broker Member and Clearing Member to meet the requirements of NYSE Arca Rule 6.45-O or NYSE American Rule 932NY, or both. NYSE American Options NYSE Arca Options Market Maker Letter of Guarantee Market Maker Letter of Guarantee Floor Broker Letter of Authorization Floor Broker Letter of Authorization The term "Member" refers to a registered broker-dealer that is a Trading Permit Holder of one or more Exchange and includes applicants to be a Member of one or more Exchange. The term "Clearing Member" refers to a Member of the same Exchange(s) where the Member effects transactions and that is a clearing agency that is a member of the Options Clearing Corporation ("OCC"). The term "Market Maker Member" refers to a Member with at least one natural person who is registered as a Market Maker on the Exchange(s) pursuant to NYSE Arca Rule 6.33-O or NYSE American Rule 921NY, or both. The term "Floor Broker Member" refers to a Member with at least one natural person who is registered as a Floor Broker on the Exchange(s) pursuant to NYSE Arca Rule 6.44-O or NYSE American Rule 931NY, or both. The undersigned Clearing Member hereby agrees to accept full financial responsibility for all transactions effected through and carried in all accounts held by the following Member with the Clearing Member: CRD# Member With respect to Market Maker Members, the undersigned Clearing Member hereby agrees to accept full financial responsibility (check all that apply): For all Exchange options transactions as defined in NYSE Arca Rule 6.1-O(b)(6) and NYSE American Rule Rule 900.2NY (23) made by the undersigned Market Maker Member For all Flex Options transactions as defined in NYSE Arca Rule 5.32-O and NYSE American Rule 924NY(d) made by undersigned Market Maker Member With respect to Floor Broker Members, the undersigned Clearing Member hereby agrees to accept full financial responsibility when the name of the Clearing Member is given up (check all that apply): For the clearance of all Exchange options transactions as defined in NYSE Arca Rule 6.1-O(b)(6) and NYSE American Rule Rule 900.2NY (23) made by the undersigned Floor Broker Member For the clearance of all Exchange Flex Options transactions as defined in NYSE Arca Rule 5.32-O and NYSE American Rule 924NY(d) made by undersigned Floor Broker Member

# **OPTIONS CLEARING LETTER OF CONSENT (CONTINUED)**

This Letter of Consent shall be subject to the Rules of the relevant Exchange(s), as amended from time to time, and shall remain in effect until revoked in writing by the Clearing Member.					
Clearing Member (Broker-Dealer Name)	Member (Broker-Dealer Name)				
Clearing Member (OCC Clearing #)	Member (CRD #)				
Authorized Signatory of Clearing Member	Authorized Signatory of Member				
Print Name / Title	Print Name / Title				
Date	Date				

Please return this form via email to <a href="mailto:crs@nyse.com">crs@nyse.com</a>

### **NYSE Exchanges Retail Attestation Form**

**Instructions:** This form is to be completed by a Member¹ of New York Stock Exchange LLC ("NYSE"), NYSE Arca, Inc., ("NYSE Arca"), or NYSE American LLC ("NYSE American") (collectively, the "NYSE Exchanges") that would like to submit either (1) Retail Orders in connection with the NYSE Rule 7.44 Retail Liquidity Program ("RLP"); or (2) orders with a retail modifier that are eligible for retail-specific rates that may be offered from time to time by one or more NYSE Exchanges. Members wishing to submit "Retail Orders" under the NYSE RLP should contact Client Relationship Services at <a href="mailto:crs@nyse.com">crs@nyse.com</a> for further details on the appropriate paperwork.

An order designated as a "Retail Order" (either as a "retail" modifier or "Retail Order" for purposes of rates on the applicable NYSE Exchange fee schedule or as a "Retail Order" for purposes of the NYSE RLP) is an agency order or a riskless principal order that meets the criteria of FINRA Rule 5320.03 that originates from a natural person and is submitted to the NYSE Exchanges by a Member, provided that no change is made to the terms of the order with respect to price or side of market and the order does not originate from a trading algorithm or any other computerized methodology.

The term "natural persons" refers to the origination of the order from a request made by a human as opposed to the generation of an order by a computer algorithm. An order from a "natural person" can include orders on behalf of accounts that are held in a corporate legal form, such as an Individual Retirement Account, Corporation, or a Limited Liability Corporation that has been established for the benefit of an individual or group of related family members, provided that the order is submitted by an individual.

Please note: If a Member uses an algorithm to determine to send an existing order as a Retail Order to one or more NYSE Exchanges, such order is eligible for rates applicable to Retail Orders and is not deemed to have originated from a trading algorithm strictly as a result of the brokerage firm's algorithm, provided that the Member ensures that the Retail Order meets the underlying requirements, including that the routing algorithm does not change the terms of the order with respect to price or side of the market. Additionally, the requirement preventing changes to the terms of the order (e.g., price or side) is not meant to prevent a Member from ensuring a better execution experience for the retail customer, such as by adding a limit to a Retail Order.

A Member may submit Retail Orders in a riskless principal capacity, as well as an agency capacity, provided that the Member (1) submits a report, contemporaneously with the execution of the facilitated order, identifying the trade as riskless principal to FINRA (or another self-regulatory organization if not required under FINRA rules); and (2) has written policies and procedures to ensure that riskless principal transactions for which the Member is relying on this exception comply with applicable FINRA rules.

A Member that has previously submitted a Retail Attestation Form for either NYSE or NYSE Arca will be deemed to have submitted a form for other NYSE Exchanges and does not need to complete this form to be eligible for rates for Retail Orders that may be available on other NYSE Exchanges from time to time.

Please select below which market(s) your firm would like to participate with:				
☐ NYSE ☐ NYS	E Arca Equities  NYSE American Equities			
1. Member Information				
Name of Member				
Web CRD Number				
Business Contact Name				
Business Contact Phone				
Business Contact E-Mail				

September 2023 1

-

The term "Member" as used herein refers to a member organization and/or Equity Trading Permit Holder, as applicable, of one or more NYSE Exchanges and includes applicants for membership of one or more NYSE Exchanges.

#### 2. Business and Technology Questions

Members may designate Retail Orders by entering the value "RET" in Fix Tag 57 (TargetSubID), or for Pillar Binary gateway, the RetailIndicator field will need to be set to 1.

If you are routing retail order flow on behalf of one or more broker-dealer customers, your firm will be required to execute a separate agreement with each such firm. The NYSE Exchanges have a Retail Broker-Dealer Customer Agreement that we can provide for your convenience. That document should be kept for your files and is not required to be submitted to the NYSE Exchanges unless requested

#### 3. Retail Order Supervisory Requirements

By executing this form, the Member attests that substantially all orders submitted to the NYSE Exchanges by the Member tagged as a Retail Order would meet the qualifications specified on this form for such orders.

Member further attests that it has in place Written Supervisory Procedures (WSPs) reasonably designed to assure that it will only designate orders as Retail Orders if all applicable requirements, including as described in NYSE Rule 7.44 as applicable, are met. Such WSPs also must require the Member to (i) exercise due diligence before entering a Retail Order to assure that entry as a Retail Order is in compliance with the requirements, including that the Member maintain adequate substantiation that substantially all orders sent to the NYSE Exchanges as Retail Orders meet the definition and that those orders not meeting the definition are agency orders that cannot be segregated from Retail Orders due to system limitations and are de minimis in terms of the overall number of Retail Orders submitted, and (ii) monitor whether orders entered as Retail Orders meet the applicable requirements.

In addition, if the Member represents Retail Orders from another broker-dealer customer, the Member's WSPs must be reasonably designed to assure that the orders it receives from such broker-dealer customer that it designates as "retail" orders meet the definition of a Retail Order.

The Member must (i) obtain an annual written representation, in a form acceptable to the NYSE Exchanges, from each broker-dealer customer that sends it orders to be designated as Retail Orders that entry of such orders as Retail Orders will be in compliance with the requirements specified by the NYSE Exchanges; and (ii) monitor whether its broker-dealer customer's Retail Order flow meets the applicable requirements.

Authorized Signatory of Member	
Print Name	
Title	
Date	

Please return to Client Relationship Services at <a href="mailto:crs@nyse.com">crs@nyse.com</a>

September 2023 2

# **Retail Broker-Dealer Customer Agreement**

If you are routing retail order flow on behalf of one or more broker-dealer customers, your firm is required to maintain an agreement with each customer firm. This Agreement has been created for your convenience as an alternative to creating your own agreement. It should be kept for your files.

	be reption your mes.						
1.	This Retail Broker-Dealer Customer Agreement (the "Agreement") is between						
	, (Retail Member Organization ("Member") and						
	, (the "Customer"), which is a registered broker-dealer.						
	This Agreement authorizes the Member to route Retail Orders (including orders with a "retail" modifier) to an NYSE Exchange on behalf of the Customer pursuant to NYSE Rule 7.44, NYSE National Rule 7.44, the NYSE Price List, the NYSE Arca Fee Schedule, or the NYSE American Price List, as applicable (collectively, "NYSE Exchanges' Retail Order Requirements"). By executing this Agreement, Customer represents that it will only send orders to a Member that are designated as Retail Orders and that the entry of such orders to an NYSE Exchange will be in compliance with the NYSE Exchanges' Retail Order Requirements.						
2.	2. A Retail Order is an agency order or a riskless principal order that meets the criteria of FINRA Rule 5320.03 that originates from a natural person and is submitted to an NYSE Exchange by a Member provided that no change is made to the terms of the order with respect to price or side of market and the order does not originate from a trading algorithm or any other computerized methodology. The term "natural persons" refers to the origination of the order from a request made by a human as opposed to the generation of an order by a computer algorithm. An order from a "natural person" can include orders on behalf of accounts that are held in a corporate legal form, such as an Individual Retirement Account, Corporation, or a Limited Liability Corporation that has been established for the benefit of an individual or group of related family members, provided that the order is submitted by an individual. Customer further represents that substantially all orders sent to a Member as Retail Orders meet the definition of a Retail Order and that those orders not meeting the definition are agency orders that cannot be segregated from Retail Orders due to system limitations and are de minimis in terms of the overall number of Retail Orders submitted.						
Retail I	Member Organization	Customer					
Signatu	ıre	Signature					
Print Contact Name		Print Contact Name					
Title (must be officer)		Title (must be officer)					
Name of Member Organization		Name of Member Organization					
Web CI	RD#	Web CRD#					

# Market Maker Authorized Trader Registration ("MMAT") Form

### New York Stock Exchange LLC, NYSE American LLC, NYSE Arca, Inc., NYSE National, Inc.

This form is to be completed by a member organization, ATP Holder, OTP Firm or ETP Holder (each, a "Member") registering individuals as MMATs on New York Stock Exchange LLC ("NYSE"), NYSE American LLC ("NYSE American"), NYSE Arca, Inc. ("NYSE Arca") or NYSE National, Inc. ("NYSE National") (each, an "Exchange")

Prior to completing this MMAT Form, the Member registering an MMAT should be familiar with the rules of the relevant Exchange(s), including, but not limited to NYSE Rule 7.21; NYSE American Rules 7.21E, 921NY and 921.1NY; NYSE Arca Rules 7.21-E, 6.33-O and 6.34-O; and NYSE National Rule 7.21.

To be eligible for registration as a MMAT, as defined in Exchange rules, an individual must:

- (i) successfully complete the required examination(s);
- (ii) submit a Form U4 and fingerprint card to CRD requesting the appropriate designation with the Exchange(s); and
- (iii) complete any orientation as prescribed by the Exchange and available on the Exchange's website (a copy of the completed orientation must be retained by the Member registering the MMAT).

MARKET MAKER MEMBER INFORMATION	ON						
Member Organization Name:		CRD:					
Contact Name:	Title:						
Phone:		Email:					
INDICATE EXCHANGE FOR WHICH MMAT REGISTRATION IS BEING REQUESTED (CHECK ALL THAT APPLY)							
Equities MT - Market Maker Authorized Tra		Options OM - Marke	į				
□NYSE	, , ,	☐ NYSE American					
☐ NYSE American		□ NYSE Arca					
□ NYSE Arca							
☐ NYSE National							
* Market Maker Orientation to be completed and maintained by Member Organization:  https://www.nyse.com/publicdocs/nyse/markets/nyse/NYSE_Exchanges_Market_Maker_Orientation.pdf							
† The Exchange does not intend to impose different registration requirements on Equity MMATs than are required of Securities Traders. Approved Securities Traders will qualify to register in the MT category.  MMAT Registration Request							
mm/ti regionanen request							
Individual MMAT Name:	CRD #:		☐ Orientation completed for "MT"				
Individual MMAT Name:	CRD #:		☐ Orientation completed for "MT"				
Individual MMAT Name:	CRD #:		☐ Orientation completed for "MT"				
Individual MMAT Name:	CRD #:		☐ Orientation completed for "MT"				
Individual MMAT Name:	CRD #:		☐ Orientation completed for "MT"				
Individual MMAT Name:	CRD #:		☐ Orientation completed for "MT"				
Please use multiple copies of this Form to request additional MMAT registrations.							
Completed Form should be returned to Client Relationship Services at <a href="mailto:crs@nyse.com">crs@nyse.com</a> .							
Authorized Signatory of Firm:							
Drint Name:			Data				
Print Name:			Date:				